



102 Roadrunner Drive  
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**AGENDA**  
**Parks & Recreation Commission**  
**Council Chambers**  
**May 24, 2010 at 5:00 p.m.**

There will be a meeting of the Sedona Parks and Recreation Commission on May 24, 2010 at 5:00 p.m. The meeting will be held at the City Hall, Council Chambers located at 102 Roadrunner Drive, Sedona, AZ 86336.

**The Order of Business will be as follows:**

1. Call to order and pledge of allegiance.
2. Roll call.
3. Introduction of new commissioner, Gerhard Mayer.
4. Summary of current events by Chair, Commissioners, City Council Liaison, and Department Director.
5. Public forum: (3 minutes per presentation)
6. Consent Items:

The consent portion of the agenda is a means of expediting routine matters that must be acted on by the Commission. All items approved will be done by one non-debatable motion passed unanimously. Any item may be removed for debate/discussion by any member of the Commission, Staff, or public. Items removed from the consent portion may be acted upon before proceeding to the next agenda item.

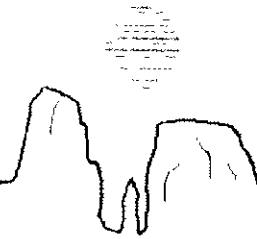
- a. Approval of minutes: April 26, 2010
7. Discussion/possible action on the appointment of a Commission Chair and Vice-Chair.
8. Update/discussion on the skatepark and possible shared use with bikes.
9. Discussion/possible action on a lease agreement and Memorandum of Understanding with the Sedona Historical Society for use of Jordan Historical Park.
10. Discussion/possible action regarding a Dog Park Permit concept.
11. Future meetings and agenda items.
12. Adjournment.

Date Posted: 5/20/10  
Posted By: City Clerk Dept

  
\_\_\_\_\_  
Andi Welsh  
Administrative Services Director

This is to notify the public that members of the City Council may attend the Parks & Recreation Commission meeting on the aforementioned date. While this is not an official City Council meeting, because of the potential that four or more Council members may be present at one time, the public notice is therefore given for this meeting and/or event. Note: Pursuant to A.R.S. 38-431.02(B) notice is hereby given to the members of the Parks & Recreation Commission and to the general public that the Parks & Recreation Commission will hold the above referenced open meeting.

The Council Chambers are accessible to people with disabilities in compliance with federal "504" and "ADA" laws. Those with needs for special typeface print may request these at the clerk's office. All requests should be made twenty-four hours prior to the meeting.



**May 2010  
Parks & Recreation  
Report**

- City Council Parks and Recreation Action Items
  - At the April 27, 2010 Council meeting the Council approved sending the Barbara Antonsen Memorial Park project out to bid.
  - Deferred making a financial decision regarding Red Rock State Park funding at the April 27, 2010 meeting, but at their May 6 budget work session, the Council allocated \$15,000 in funding to assist with park operations.
  - Approved a pedestrian marking plan for Uptown Sedona at the April 27, 2010 on
  - Approved the appointment of Gerhard Mayer to the Commission on May 11, 2010.
  - Approved a contract with the Sedona Swim Team on May 11, 2010.
- Volunteer Park Rangers
  - For April 2010, the Rangers contributed 222.25 hours of volunteer service to the community and Parks and Recreation.
- Director's Items
  - The City Council has held several budget meetings throughout the month of May and a number of the Department's capital requests have been included in the budget. Once the budget is approved on June 25, 2010, a final copy of the budget will be provided to the Commission.
  - The transition of maintenance to Public Works is moving quickly and smoothly. Staff is being cross-trained to form a City maintenance division.
  - Attached to this report is the list of items the Commission requested to see that staff has requested the School District include in their upgrade of the pool facility.
  - At the last Commission meeting, the Commission requested that a \$100,000 funding request be submitted to the City Council for recreation related improvements to the pool as part of the School District's upgrade. The City Council did not include the Commission's request.
  - Beginning in July, City Hall hours may change to Monday through Thursday 7:00 a.m. to 6:00 p.m.
  - The Sunset Park tennis court project is out to bid and tentatively scheduled for Council approval on June 8, 2010.
  - Andi was voted to serve as the Vice Chair/Treasurer of the Sedona Events Alliance.
- Maintenance
  - With the abundant winter rains, weed control has moved to the forefront and will be an ongoing battle. Our merger with the City Streets department will allow us additional

resources, and man-power, to continue maintaining the Parks at a high level as well as concentrating our efforts towards upgrading the 89A landscape areas.

- The City of Sedona has been awarded an energy efficiency grant to replace the field lighting at Posse Grounds Park. The new system will use 50% less power to operate and will also be completely dark sky compliant.
- New trash and recycling containers for the Uptown Parking Lot should be in place by the last week of May. New directional pavement markings, and signage, directing users from the Uptown Lot to the Uptown shops is in the planning stages. The next phase for next FY will include the upgrade and repositioning of the lighting bollards in the parking lot.
- The tennis court renovation at Sunset Park has gone out to bid, with the bid opening scheduled for the first week in June.
- The pool heaters have been started and everything is ready to go for opening day.

- **Recreation**

- Lifeguard staff has been trained and hired and the pool is ready to open on May 29.
- The City was able to accommodate the school district in providing the staff (preseason) for 5 pool rentals. Teachers enjoy being able to host "end of school" pool parties for their classes.
- Registration is being accepted for the Community Campout as well as for both Softball Leagues.
- Music for Tots class is back and will be held in June and July. This popular class is for children 9 months to 5 years old who wish to experience music through play and exploration.
- We continue to improve our Parks and Recreation website. Instructor biographies and pictures have been added to our Sports and Specialty class pages.

**City of Sedona Department of Parks and Recreation  
Sedona Community Pool  
Remodel & Renovation Improvement List**

**Necessity**

1. Minimum of 3 x 25 yard lanes that have shallow water. Depth not to exceed 4 to 4½ feet. The larger the shallow area the better. If the shallow area could begin at the entrance steps or ramp at a depth of 2½ to 3 feet that would be very helpful.

**Reasoning:** Water Aerobics requires shallow water and class size can exceed 20 participants in the summer season. Swim Lessons begin at ages 6 months and require shallow water for swim instruction. Recreation Swim is roughly 85% children under the age of 10. They require shallow water to safely play in.

2. A deep end of at least 7 feet deep with the dimensions to be no smaller than the current deep end of the pool. The size may exceed the current dimensions and that would be fine.

**Reasoning:** Water Aerobics requires deep water in order to vary the programming and routine. Deep water class is offered twice a week. Recreation Swim requires deep water for the children to dive into as well as slide into. The deep end is also used when holding Lifeguard Training classes to teach deep water rescue techniques. If the deep end were to be at least 6 lanes wide, it may be able to be used for water polo.

3. Relocate slide to deep end of the pool after construction is complete. The slide should not interfere with a designated diving area.

4. Adequate deck space not to be smaller than the current amount of deck space. Additional deck space would be preferred.

**Reasoning:** During all of our programming, parents and spectators must have room to wait on deck. During special events we utilize all of our given deck space for activities, games and spectators. During pool rentals, like swim meets, deck space is completely used up. If this facility is to become a competition level pool deck space is imperative. Please do not eliminate deck space.

5. Relocate shade structures after construction. Once the deck is removed and replaced, we would like to keep our canopy shade structures. \*How much heat will the solar panels generate if they are to be used as shade structures?

**Reasoning:** It is essential to the health of all patrons to offer adequate shaded areas while on deck.

6. The pump, when relocated, should be below the water level of the pool.

**Reasoning:** This will eliminate our need to prime the pump before turning it on. This is quite chore as it involves timing and running back and forth between the Pump/motor and the on valve.

7. The pump room should include adequate storage areas and be more spread out if

possible.

**Reasoning:** The current pump room is cramped requiring the operator to constantly step over plumbing to get anywhere. It is not possible to easily walk 360 degrees around the surge pit, which is necessary for cleaning/maintenance.

8. There must still be at least two lifeguard towers installed at the completion of the project. Prefer non-mobile version.
9. Water Pressure Booster pump.  
**Reasoning:** It is close to impossible to spray the locker rooms out and spray down the deck. There is no water pressure coming out of the hoses.
10. Any chain link fence removed and replaced or added because of deck space, needs to have slats installed to match the existing fence.
11. Pool covers must be supplied that fit proper specifications of new pool size.
12. Proper deck lighting.  
**Reasoning:** For patron safety, the deck needs to be adequately lighted.
13. Connect the sidewalk between the large parking lot and the sidewalk that runs in front of the pool.  
**Reasoning:** Right now patrons walk through the dirt to get to the pool. This dirt space is going to be eliminated when the construction builds over it to add additional deck space. This will force patrons to walk on the road to get to the pool. A safe option should be given considering the amount of children we have attending the pool.
14. Provide separate metering of the utilities to ensure accurate billing for the facility.

### **Preference**

1. Resurface locker room floors.  
**Reasoning:** Every year the City spends money to power wash and paint the locker room floors. This type of surface does not stand up well to the amount of water it receives. Floors stain and appear dirty within the first month of operations.
2. Install heaters to the locker rooms and pool office.  
**Reasoning:** If the pool is ever going to be able to extend it's operation hours into the spring and fall, the cold weather requires having heated locker rooms for patrons.
3. Supply additional lounge/deck chairs.  
**Reasoning:** In summer surveys taken at the pool, patrons have asked for more chairs on deck. If meets are held at the facility, there will need to be additional sitting space for attendees.

4. A fenced in portion of deck space to store pool equipment. Space must be at least 10' x 10'.

**Reasoning:** With limited deck space it is essential to keep the deck clear of clutter. If we had a fenced off area that we could keep lane lines, water aerobics equipment and the entire swim team equipment, which would be very helpful. The swim team alone keeps six bins full of equipment on deck right now.

5. An automated built in vacuum system.
6. An enclosed structure around the pump room. This room would require adequate ventilation.
7. New roll up doors for office window, locker room entrance and garage door.  
**Reasoning:** The current roll up doors continue to break on an annual basis making it very difficult to lock them properly. The City spends money every year replacing the locks.
8. Install larger lockers in locker rooms. Current lockers are of inadequate size to accommodate patrons equipment and supplies. Because of this, the majority of patrons bring all of their belongings (bags, clothes, towels, etc.) onto the deck.
9. Office redesign of first aid room to make it feasible for a full time facility manager to work out of that location.

#### Extra Questions

1. Where will the backwash discharge at? Must be city compliant.





**SUMMARY MINUTES**  
**Parks & Recreation Commission**  
**Council Chambers**  
**April 26, 2010 at 5:00 p.m.**

1. The meeting was called to order at 5:03pm.
2. ***Agenda order changed per Chair's request. This became agenda item #3.***

Introduction of new commissioner, Alan Wilson.

•He is originally from Kansas. He has been in the area approximately six years. He is a physician at Verde Valley Medical Center. He attended medical school in St. Louis. He is looking forward to serving on this commission. (Wilson)

3. ***Agenda order changed per Chair's request. This became agenda item #4.***

Introduction of Dan Neimy, City Maintenance Superintendent.

•The team formally known as Parks Maintenance will now be reorganized with other maintenance divisions to form a new team titled City Maintenance Division. Dan Neimy, City Maintenance Superintendent, will oversee this team. Dan will be present at Parks and Recreation Commission meetings moving forward to discuss or answer any maintenance related issues. (Welsh)

•He started with the City in 2004 as the Streets Superintendent and will now be Superintendent of the City's new Maintenance Division. (Neimy)

4. ***Agenda order changed per Chair's request. This became agenda item #2.***

Roll call.

**Commission Present:** Chair Isom, Vice Chair DePaepe, Commissioner Decker (arrived at 5:19 p.m.), Commissioner Dick, Commissioner McElvain, Commissioner Muhl, Commissioner Wilson, Council/Commission Liaison, Cliff Hamilton

**Staff Present:** Andi Welsh, Administrative Services Director; Andrea Reyes, Administrative Assistant; Jim Driscoll, Interim Police Chief; Jim Windham, Senior Code Enforcement Officer; Rachel Murdoch, Recreation and Aquatics Supervisor

5. ***This item was inadvertently missed in numerical order and was discussed after item #8.***

Summary of current events by Chair, Commissioners, City Council Liaison, and Department Director.

•Gerhard Mayer is pending Council approval and appointment to this Commission. Council is expected to approve the appointment at the 5/11/10 City Council meeting. This newly appointed Commissioner would be seated for the May 24<sup>th</sup> Commission meeting. (Isom)

•The Barbara Antonsen Park will be on City Council's agenda for tomorrow. The intent is to send the project out to bid to get some real numbers for the project. The bid process is expected to take about 90 days. City Council will also discuss/address options for keeping Red Rock State Park open. It is difficult to come up with money for issues such as this. Does not believe this discussion will produce any final decisions it is just another step in the process of ideas and options to assist. Next week there will be three City Council meetings to discuss budgets. This is the second year the City is facing operating with a reduced budget. The alcohol in the parks policy is expected to go to the Council in June. They do not wish to rush this item up to the Council. City Council's action on this item is unknown at this time. (Hamilton)

•This past Friday she met with the NAU students who worked on the skate park retrofit design to allow for bikes and skateboards at the skate park. Their designs and suggestions will come to the Commission

for review. She will contact schools in the fall to discuss to possibility of students taking on our park needs study. The budget will determine if there is money to do something of this nature. We can use development impact fees for this project. (Welsh)

6. Public forum: (3 minutes per presentation)

- No items/issues were brought forward by member/s of the public.

7. Consent Items:

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a. Approval of minutes: March 29, 2010

b. Approval to appoint Steve Muhl to the Friends of Posse Grounds Board as the Commission liaison.

•*Commissioner McElvain moved to approve all consent items. Seconded by Commissioner Dick. Action: Pass. Vote: Motion carried by roll call vote of (summary: Yes = 6, No = 0, Absent for vote = 1, Decker).*

8. Presentation/discussion from Rachel Murdoch, Senior Recreation Coordinator, regarding the City's recreational programming.

- Over 1200 people attended the Celebration of Spring and the Earth Day event had 400-500 people. Congratulates Rachel for a job well done. (Isom)

•Interviews for lifeguard staff were completed this week. Approximately 80% of all pool staff will be new. This is a positive new team. The pool will be open six days a week with closure on Fridays. This closure has no effect on recreation programs. Memorial Day and the Fourth of July will be free recreational swim days. The first aid room will also serve as an office for Rachel so that she can work at the pool to oversee staff and day-to-day operations. We are accepting registration for coed and men's softball leagues. Leagues are set to start in June provided there are enough registrants. If this season of softball is successful we will try to hold fall leagues. The community campout is set for June 4<sup>th</sup> at Sunset Park. This event will include a guided hike and guest lectures from the Forest Service and a local astronomer. We are trying to get local support from merchants for goodie bag give aways. Dog obedience classes have been very successful. These classes typically reach capacity before registration closes. Two new events this year were the dance event in February and the astronomy event. Reminds Commissioners that event photo galleries are displayed on our website. Tennis lessons started in March. Twelve youth participants enjoyed spring break tennis camp. We have two new tennis instructors Eric Meyers and Laura Cooper. An instructor who is interested in conducting an outdoor fitness program has approached us. This proposal is under review and discussion. We support programs that get people into our parks. It was not a goal of the department to offer new classes this summer, as this concept was not successful last summer. Our large one-day events have proven to be successful. The department will place efforts towards these special events and specialty classes that the public desires to have and assess the successfulness of such programs. (Murdoch)

- Will you have another dance? Was that event considered a success? (McElvain)

•We will probably have the dance again in February of next year. The event was not a financial success. (Murdoch)

- We do not make money at these events. (Welsh)

- How do you resource ideas? (Muhl)

•We use event ideas from other cities. Sometimes instructors bring ideas to us. We solicit ideas via our website and our email blasts. (Murdoch)

9. Discussion/possible action on an alcohol policy for the parks.

- A couple open houses on this topic have been held. (Isom)
- The interim police chief and code enforcement officer are here tonight to answer any questions. (Welsh)
- His perception is that people living near or in adjacent neighborhoods are very opposed to allowing alcohol in the parks. (Driscoll)
- If alcohol was allowed in the parks would City Codes be changed? (Isom)
- Code changes would be dependent upon the type of policy the City chose to adopt. (Windham)
- City code would need to be modified to allow for alcohol in the parks. (Welsh)
- Will supplemental police staff be available if this policy is approved? (Wilson)
- Whatever is approved must be managed and controlled. No statements or decisions have been made one way or the other yet. But safety is always the first concern. (Driscoll)
- Large events such as Jazz on the Rocks and Sedona Taste require a temporary use permit which has a police and fire review built into the process based on City codes. (Windham)
- What he hears is an overwhelming fear that people will become drunk and rowdy. (Wilson)
- Some large events are black tie affairs in which alcohol is served. These appear to be very controlled and he has not heard of people becoming drunk or rowdy. It may depend upon the nature of the event. (Windham)

**Opened to the Public**

- Brent Bitz, Sedona resident, President of Casa Contenta Homeowners Association:

Speaks in opposition to allowing alcohol in the parks. Reads a letter which represents 200 of their residents echoing his opposition.

**Closed to the Public**

- Staff indicated to neighbors of Posse Grounds that they would never bring this issue forward. City Council requested this topic be revisited and a recommendation be made by the Commission. Nothing precludes current or future City Councils from bringing this topic up again. (Welsh)
- He was a participant of the task force that looked into this policy at the request of City Council. A lot of work went into this draft policy. Recommends that a trial site and trial period be recommended to City Council. Recommends allowing non-profits only to participate in the test group. Believes taking a big step all at once is not a smart idea. (McElvain)
- Relates this to getting his kids to eat carrots. Take one bite at a time. Recommends placing restrictions on hours, event size and number of attendees. Does not want to see beer bashes in the parks. Nobody wants this and perhaps this would eliminate fears. (Wilson)
- Believes that the draft policy before them tonight is highly detailed and should offset general objections. Feels as though the Commission has done all they can do with this issue. Wonders if City Council will send this back to the Commission. Numerous letters have been received with strong public opposition. One letter in the packet indicates it represents 341 property owners. These owners claim their opposition is not based on the details of this policy but rather a belief that this will have an adverse impact on their neighborhoods. Maybe a more confined policy for all types of events is the answer. It seems practical to use the Special Event Liquor License Policy which already exists. (Dick)
- Expresses concerns that a trial period or experiments could be called successful but once the door is open modifications or request for modifications will arise. Assisted on the team that researched this issue. Research indicated that different cities run the gamut for allowing alcohol in the parks. One thing that

makes Sedona different is that all of our parks are adjacent to neighborhoods. There are impacts of lighting, noise and trash for just normal use of the parks. Allowing alcohol adds to these impacts. (DePaepe)

- Has visited many of our parks. Considers Sunset and Posse Grounds Park to be environments for children and families. This being said he believes that it is the responsibility of the Commission to promote and add value to City parks. He has been here 13 years and has attended many special events. He was impressed with the way alcohol at these special events has been regulated over the years. This process is very defining. This policy does not go off the deep end. Sees this policy being more applicable and a better fit for Jordan Park. Thinks we can find a way to test and tweak the policy to make it work. Never is a long time. He is a responsible drinker. Thinks the City is smart about recognizing problems that can be encountered. Does not want overreaction. Thinks we can improve upon the venues we have. (Muhl)

- The Sedona Historical Society was the first organization to request this of the City approximately 3-5 years ago. Asks Ron Maassen to speak to this topic. (Isom)

- Ron Maassen, Sedona Resident:

He represents one of the letters in their packets that opposes alcohol in the parks. Three to five years ago the Sedona Historical Society did request to have alcohol at a fundraiser in the Jordan home. This was intended to be very restrictive and within a confined space and only after normal hours of operation. The fund raising was a factor that played into their initial request. Since that time the Sedona Historical Society has a new board with new members. They do not have a dog in the race and they are not taking a stand one way or the other on this issue. They are okay with whatever the City decides. Even if the City opts to allow for alcohol in the parks they are not in favor of allowing alcohol at the weddings they host at Jordan Historical Park and Museum.

- If the original request from the Sedona Historical Society is not the same today as it was initially are there any other organizations that have a need for this? (McElvain)

- In the past two years no organizations have made a request to serve and/or sell alcohol in a parks facility. (Welsh)

- Recommends adopting option one until someone has a need or comes forward with a need. Vice Chair DePaepe seconds this. Both motion makers later rescind this motion. (McElvain)

- Recommends taking some kind of action based on the time spent discussing this topic. Recommends moving forward with a very restricted policy. (Wilson)

- Can we select Jordan Park as the test site? Hates to see this get turned down altogether. Recommends trying something rather than doing nothing. (Muhl)

- Is conflicted by this topic. Shares the concerns set in front of them. There seems to be a need for change to the current policy. Supports the concept of not mixing kids and alcohol. Would like to forward a request for consideration to City Council. Wants this Commission to be valuable to Council. Recommends one venue on a trial basis. (Decker)

- Is not supportive of picking one park/site believes this should be contingent upon a need. (Dick)

- Recommends ensuring safeguards and increasing the monetary deposits to avoid destruction of facilities. (Wilson)

- Deposits can be addressed via the Temporary Use Permit process with a bond collection. Some have been set at \$10,000 to address this very concern. (Windham)

▪Commissioner Dick moved to recommend to City Council that the City utilize the Special Events Liquor License Permit Policy already in place. Seconded by Commissioner Wilson. Action: Pass. Vote: Motion carried by roll call vote of (summary: Yes = 4, No = 3, Isom, McElvain and DePaepe).

▪Not convinced that a trial period or experiment will give them any real data for evaluating the success of this policy. (DePaepe)

▪Recommends special events be considered individually per venue. (McElvain)

▪This was a limited time frame to work within. There is nothing stopping City Council from amending or revisiting this topic. (Decker)

▪Reiterates that no organization has requested to use alcohol in the parks in the past two years. (Isom)

▪Believes that no requests have come forward because people know that the City's policy is currently no alcohol in the parks. (Muhl)

▪Weddings do not qualify under the Temporary Use Permit process. (Welsh)

▪Believes that weddings are celebratory in nature and can become rowdy. (Wilson)

▪Red Rock State Park allows wedding parties to have alcohol and there has never been any problem. (Dick)

▪There is no firm date when this will be reviewed by City Council. Tentatively it may be agendized for the June 11<sup>th</sup> City Council meeting. (Welsh)

10. Discussion/possible action regarding initial results from the Commission's pool task force.

▪This task force was formed via the request of City Council. The task force consisted of the following members, school district superintendent, president of the swim team, a user at large, a Commission representative, Director of Administration and the Recreation and Aquatics Supervisor. The City is financially challenged to offer different types of utilization of the facility. This task force worked hard to get the YMCA to run the pool. Was hoping to see the pool steered towards a competitive venue. The school has invited stakeholders to participate capitally. The YMCA backed out of an agreement to operate the pool. The City will be running the pool this summer. Feels this is back at ground zero. Individual stakeholders including the swim team are working with the school to develop utilization of the pool outside of City operations. (Decker)

▪Disagrees slightly with Commissioner Decker. Does not believe we are back at ground zero. Different programming, getting the school involved and getting all parties to look at the agreement in place is a very positive step in the right direction. Allowing the swim team to utilize the pool for practices without the City having to manage the usage is a big step. (Murdoch)

▪Congratulates the task force for a job well done. (Isom)

▪Asks that the Commission consider having the task force meet one more time to bring items to a close. Also asks that the Commission drive the relationship they want to have with the school district as it relates to pool operations. Further requests the Commission allow development impact fees to be utilized for adding pool attributes/upgrades. (Decker)

▪The City has given the school district a three-page list of requests to be considered as part of the pool reconstruction bond project. Believes the district will do their best to accomplish the requested items. The agreement we have for the pool is a partnership and we may contribute to the project. (Welsh)

▪We are getting a new pool. (Murdoch)

▪The new pool will feature zero wake, no kiddie splash area, upgraded locker rooms and the new pool will fit in the old hole. (Decker)

▪Feels that task force has done what they can do. She and Rachel cannot drive meeting topics but she is

willing to coordinate meetings if other task force members desire to do so. There is no money to make the pool a year round facility. (Welsh)

- This Commission has the opportunity to decide to add attributes to the pool. Asks if they want to pursue recommendation or options from the Commission or go with the list as developed by the Director of Administrative Services and the Recreation and Aquatics Supervisor. Believes the Commission should decide what they want to pay for. (Decker)

- Once project plans are finalized she is willing to call a task force meeting to review what the school district brings forth. There is no money to add upgrades to the pool. Even if we opt to use development impact fees it may be too late as this request was not included in original budget submissions. (Welsh)

- Asks if the pool project can be delayed. (Wilson)

- The district has to use the bond money within a certain timeframe so she does not believe the project can be delayed. Can request that the school district provide them with a project schedule and breakout of costs and upgrades but they are under no obligation to provide this information to the City. (Welsh)

- Recommends the City review the plans before the project gets too far. (Muhl)

- Recommends the task force meet one more time to develop a list consisting of must haves and bells and whistles wanted for pool upgrades. The Commission should then review this list. (McElvain)

- Budget meetings start next week. Budget caps will be set on 5/25/10. She can bring this request up to City Council. (Welsh)

- Recommends \$50,000 to \$100,000 from development impact fees get added to the budget. (Decker)

- Reminds the Commission that the pool construction project and/or upgrades are not an overtly public or recreational benefit overall. (Murdoch)

- Staff was directed to request a cap be set to utilize \$100,000 from Development Impact Fees to assist with pool improvements or pool amenities which are not covered by the school district's capital improvement project. This expenditure was not included in original budget requests, so Director Welsh can only attempt to get this request included in the budget discussion set to take place next week.

11. Discussion/possible action on a Commission liaison to the Sedona Historical Society.

- Commissioner Wilson volunteered and was appointed as liaison. Indicates he may not be able to attend every meeting.

12. Discussion/possible action on a Commission working team for the Parks and Recreation related elements for the Community Plan update process.

- Request a couple Commissioners to help review sections of this plan that are applicable to parks and recreation. The plan is 10 years old. It needs to be updated. Goals of the City have really shifted. These updates should include our vision for the next 10 years. Meetings would be in her office. She can work around their schedules. In the beginning they probably need to meet physically but later work efforts, suggestions and tasks can be done via e-mail. Voter approval of these updates is expected in 2012. There will be community outreach meetings and work projects over the next two years. (Welsh)

- Commissioners Muhl and McElvain volunteered and were appointed to serve on this working team.

13. Future meetings and agenda items.

a. Reminder of meeting on May 24, 2010

- Thanks everyone for all their help and hard work over the years. He enjoyed serving on this Commission. (Isom)

- The Commission gives a standing ovation to Chair Isom for his efforts and dedication to this Commission.

- Reminds the Commission that Chair Isom will be recognized for his service at tomorrows City Council meeting. (Welsh)

14. The meeting adjourned at 6:38 p.m.

I certify that the above is a true and correct legal action report of the meeting of the Parks & Recreation Commission held on April 26, 2010.

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*Andrea Reyes, Administrative Assistant*





**Date:** May 12, 2010  
**To:** Parks and Recreation Commission  
**From:** Andi Welsh  
**Item #:** 8  
**Subject:** Skateboard Park Shared Use/Conversion Update

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**Issue:** This agenda item is to provide the Commission with an update on the status of the request regarding allowing bikes to utilize the skateboard park.

Last summer, the Mayor and staff received several inquiries and requests to allow bikes in the skatepark (located next to the Teen Center). As the skatepark was designed and built for skateboard use only, the rules prohibit use by bikers. Bike parks are built differently from skate parks, as they use harder concrete (higher PSI) and different metal rails and protection on the concrete. Bowl shapes and sizes may also be different.

Since the construction of the facility in the early 2000's, biking has become a more popular sport and although there are numerous U.S. Forest trail options, there are limited urban areas in which riders may feel safe to ride since the City does not have an extensive bike path network.

Staff still has the following concerns with immediately providing bike access to the facility:

- Since bikes are heavier, faster and have more external parts, the conflicts between bikers and skaters could be potentially harmful.
- Liability to the City.
- The facility's current design was not made for bikes.

After last summer's Commission meeting, to further investigate options, staff worked with a NAU Engineering capstone project group to investigate alternatives and to develop a possible re-design that could be certified by a professional engineer to allow for the use of bikes in the facility.

After an academic year of work on the project, the students developed an entirely new design for the facility. Due to space and financial constraints with this project, staff will not be pursuing this option, but instead hiring a professional engineering firm to certify the existing design to allow for bikes. If modifications are necessary to allow for shared use, there is \$50,000 in the FY 2011 budget to do so.

This agenda item is to provide the Commission with an update, answer questions, and possibly provide direction, if the Commission wishes to do so.

**Possible Motions:**

No motion necessary.

**Attachments:**

- Minutes from August, 2009 meeting
- Conceptual drawings from NAU Student Project

## **SUMMARY MINUTES- EXCERPT**

### **Parks & Recreation Commission**

### **City of Sedona Council Chambers**

**August 24, 2009 at 5:00 p.m.**

1. The meeting was called to order at 5:00pm.

2. Roll call.

Commission Present: Chair Isom, Vice Chair DePaepe, Commissioner Crane, Commissioner Huggins, Commissioner Decker (arrived at 5:15pm), Commissioner Dick, Commissioner McElvain.

Staff Present: Mayor Adams; Tim Ernster, City Manager; Andi Welsh, Director of Administrative Services; Cliff Hamilton, Council/Commission Liaison; Rachel Murdoch, Senior Recreation Coordinator; Andrea Reyes, Administrative Assistant.

3. Discussion/possible action on the potential usage of the skate park as a bike park.

•The Mayor and Administrative Services Director have both received communiqué regarding this issue in recent weeks. (Isom)

#### **OPENED TO THE PUBLIC**

•Walker Eaton, Sedona resident:

Speaks in support of making the skate park a multi-use park for skating and biking sports.

•William Eaton, Sedona resident:

Speaks in support of making the skate park a multi-use park for skating and biking sports.

•Mary Leas, Sedona resident:

Speaks in support of making the skate park a multi-use park for skating and biking sports. Is aware of potential grant funding sources for this type of project. She will share this information with the City.

#### **CLOSED TO THE PUBLIC**

•At the time the skate park was constructed bikers did not come forward to ask that the park be constructed to accommodate both sports. (Welsh)

•Insurance, liability and costs for retrofitting the park are issues the City needs to further investigate. The City does not require that safety equipment is worn; they only recommend that it be worn. The City cannot enforce or require safety equipment to be worn. (Welsh)

•The Commission expresses concern about the increased cost of insuring the park and the cost of a plan to redesign the park for multi-use.

The Commission directs staff to research and work with consultants and insurance companies to investigate the possibility of retrofitting the skate park to allow bicycles and the cost of insuring both sports within the park. (Isom)



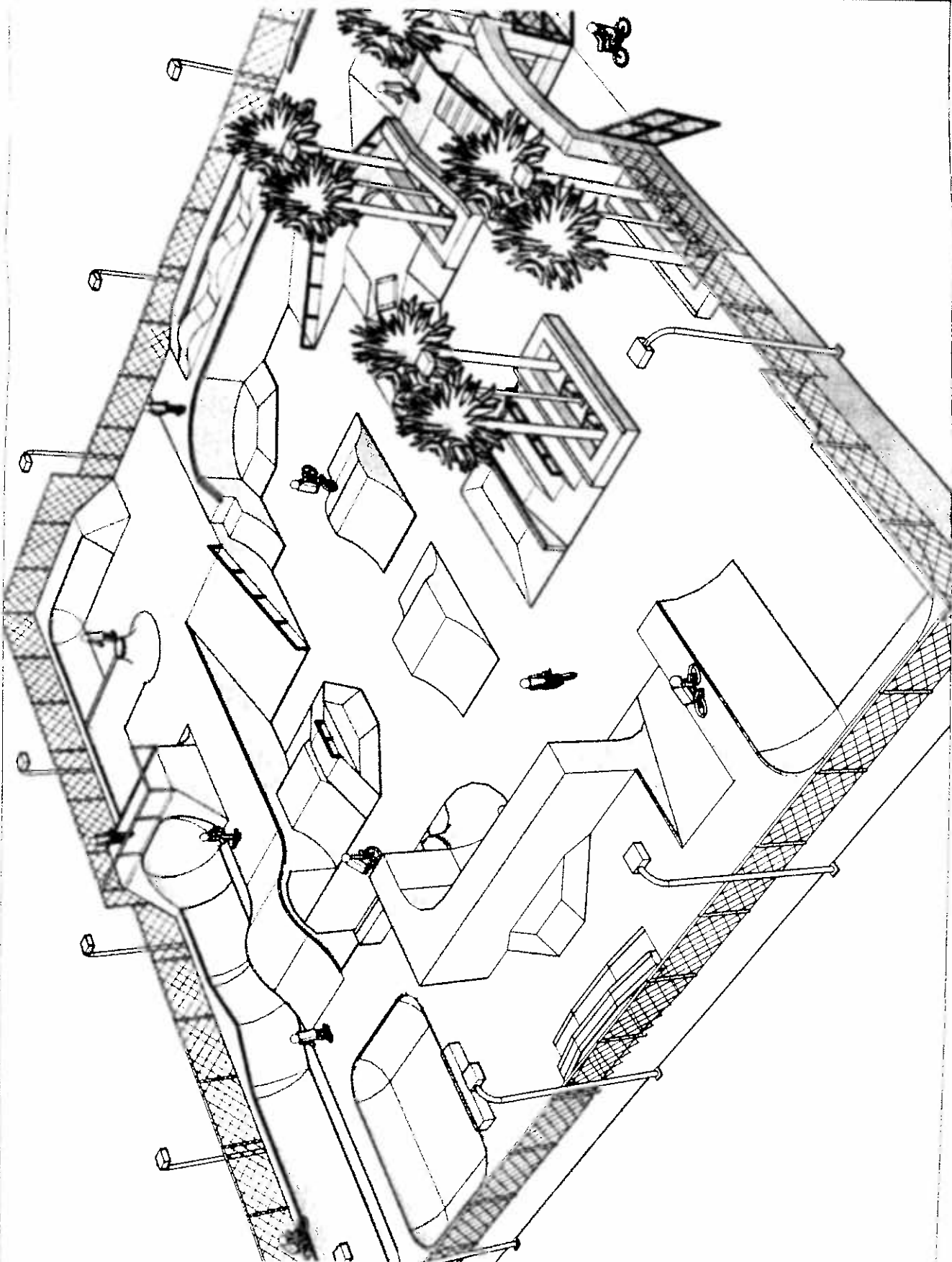
(View From South-West Corner)  
 Park Overview Detail Drawing

DATE	10/10/00
BY	W. J. [illegible]
CHECKED	[illegible]
APPROVED	[illegible]

PLAN ENGINEERING  
 1000 [illegible] [illegible]

PLANS NOT FOR  
 CONSTRUCTION

DATE	10/10/00
BY	W. J. [illegible]
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APPROVED	[illegible]



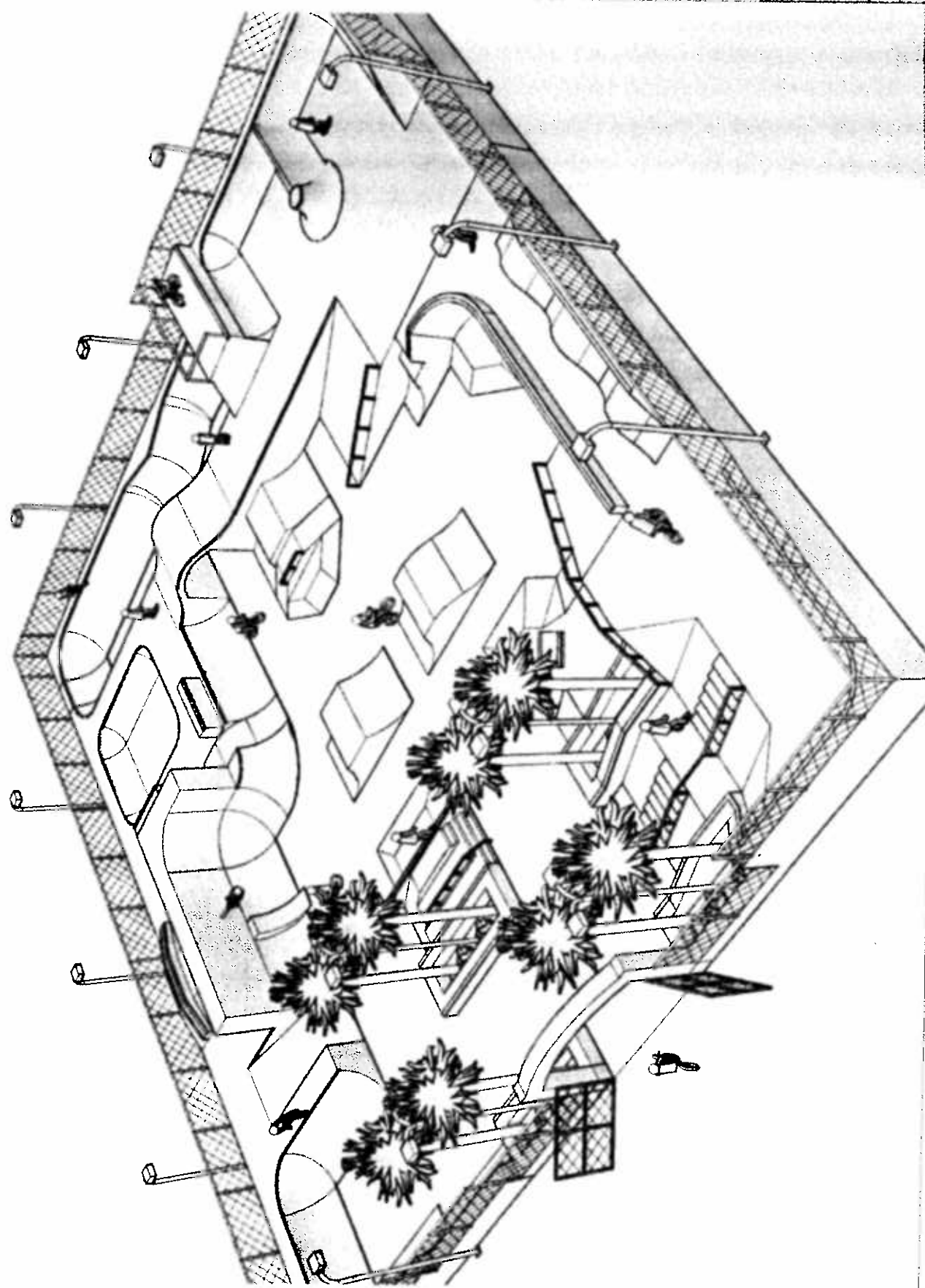


DATE	10/10/00
BY	J. J. J.
CHECKED	J. J. J.
APPROVED	J. J. J.

PLANS NOT FOR  
CONSTRUCTION

PLAN ENGINEERING

PROPOSED DUAL - SE FACILITY  
Park Overview Detail Drawing  
(View From South-East Corner)









**Date:** May 11, 2010  
**To:** Parks and Recreation Commission  
**From:** Andi Welsh  
**Item #:** 9  
**Subject:** Sedona Historical Society Lease & Memorandum of Understanding

---

**Issue:** Since 1995, the Sedona Historical Society (SHS) has operated the museum and outbuildings at Jordan Historical Park (with the exception of the restrooms). Over the last 15 years, the City has had a lease agreement with the Society, with the last lease term of five years plus an additional one-year extension to re-negotiate the terms and conditions.

A City negotiating team comprised of former Commission Chair Ned Isom and former Commissioner Bob Huggins, met with a SHS team over the last year to revise and update the agreement. As a result, several items from the current lease were removed and placed into a Memorandum of Understanding (MOU).

The Commission is being requested to provide a recommendation of approval of both documents. The SHS Board is scheduled to approve this document at their meeting the week of May 17, 2010.

**Possible Motions:**

I move to recommend a lease agreement and Memorandum of Understanding be executed with the Sedona Historical Society.

I move to deny approval of a lease and Memorandum of Understanding with the Sedona Historical Society.

**Attachments:**

- Proposed Lease Agreement
- MOU
- Current Lease
- Lease Amendment



**LEASE AGREEMENT  
BETWEEN  
THE CITY OF SEDONA  
AND THE  
SEDONA HISTORICAL SOCIETY**

THIS LEASE, made and entered into this day, June 8, 2010 by and between the City of Sedona (hereinafter called "LESSOR") and Sedona Historical Society (hereinafter called "LESSEE") supersedes and replaces the Lease originally executed between these parties on May 9, 1995 and amendment of May 1, 1999 in entirety:

WHEREAS, Lessor is the owner of real property located at 735 Jordan Road, Coconino County, State of Arizona, known as Jordan Historical Park (hereinafter called "Park") as diagramed in Exhibit A; and

WHEREAS, Lessee operates a public facility as a historical museum and buildings as set forth in Exhibit A open to the public and serving the community interests by preserving the heritage of Sedona; and;

WHEREAS, The Lessor recognizes the value of the Museum and efforts of the Lessee to preserve the community's history and heritage; and

WHEREAS, since 1998 Lessee has conducted historic preservation and educational activities and operations compatible with the land development code and historic nature of the Park; and

NOW THEREFORE, Lessor does hereby demise and let unto Lessee, and Lessee does hereby rent and take from Lessor, the following rights, and privileges in connection with the Park.

**ARTICLE I -- USE OF THE PROPERTY**

A. In consideration of the timely performance of the services set forth in Article III herein Lessee is authorized to share the use of the Park and its facilities for the benefit of members of the public. These uses include, but are not limited to, the operation of a museum, gift shop, education center, and as host of community and private events.

1. The Lessor retains the right to hold events on Park property and restrict access to the Park. The Lessor shall schedule any such events with the Lessee and shall give the Lessee thirty days notice.

**ARTICLE II -- TERM AND RENEWAL OPTION**

- A. The term of this lease shall be for five (5) years, commencing on July 1, 2010 and continue through June 30, 2015.
- B. Lessee shall have the option to extend the term of this lease, if not in default, for up to one additional term of five years. The Lessee shall request extensions by giving the Lessor

written notice not less than ninety (90) days and not more than one hundred-twenty (120) days before the end of the current lease term.

### **ARTICLE III -- CONSIDERATION**

- A. Rent payments for Lessee use of the building and premises are hereby waived for the term of the lease. Lessee's use of the building and premises, together with the other benefits to Lessee hereunder, are strictly conditioned upon Lessee's full and timely performance of all obligations to the Lessor set forth as follows:
1. Lessee, a 501(c)(3) not-for-profit corporation, shall operate and maintain a museum and archives dedicated to preservation, public education and enjoyment of local and area history. Lessee shall provide educational opportunities for school children.
  2. Lessee shall, by all practical and reasonable means, preserve the written and pictorial history of the Greater Sedona area, and provide protected storage of archival materials and artifacts.
  3. Lessee shall exhibit materials and artifacts that represent the history of the area.
  4. Lessee shall establish procedures that provide for public access to its collections and provide a copy of the procedure to the Lessor.

### **ARTICLE IV -- OPERATIONS AND MAINTENANCE**

- A. Lessee shall pay for all utilities associated with the operation of the museum. These shall include, but are not limited to the following: gas or fuel oil, telephone, electric, Internet service, and cable television. Lessor shall pay for the utilities associated with the operation of the Park and restroom building. These shall include the following: sewer, water, garbage collection for the restrooms and any exterior trash receptacles. Since the restroom building is not metered separately for electric, the Lessor shall reimburse Lessee for \$40.00 per month of the electric cost, which is for the operation of the restroom building.
- B. Lessee agrees, at its sole cost, to keep the interior of the premises in a safe, neat, clean and sanitary condition and to keep all buildings and interior improvements in good condition and repair at all times. This includes using particular care to keep any and all of its museum and antique displays, whether indoors or outdoors, safe. All displays shall be designed and established considering the safety of visitors and the public. The Lessor, in its sole discretion shall have the right, but not the duty, to require the Lessee, to change or remove outdoor displays of artifacts or museum pieces at any time for reasons that endanger the public safety.
- C. Lessee shall observe all applicable laws, rules regulations, ordinances, and codes.
- D. The Lessor will be responsible for the maintenance and repair of the exterior of the buildings and the premises in general. Lessor will keep the land and grounds surrounding the premises in a safe, neat, clean condition and in compliance with the most current City of Sedona Parks and Recreation Maintenance Standards as set forth in Exhibit B incorporated herein.

## **ARTICLE V-- CONSTRUCTION**

- A. Lessee shall submit to the Lessor plans and specifications for any construction, remodeling, repainting or any other permanent or semi-permanent change to the premises prior to undertaking such project, each and every time the Lessee plans to undertake any such change. The Lessor, including the Historic Preservation Commission, shall review the submittal and approve or disapprove such submittal. Due to the historical nature of the facility, the Lessor has special concerns about the interior and exterior of the buildings and the surrounding land, and requires that the written approval of the Lessor be obtained prior to the Lessee performing any work. Any changes to the landscaping, exterior fixtures, or displays on the premises are subject to the same approval process.
- B. All improvements shall be constructed in full compliance with all applicable rules, regulations, codes and laws and shall be consistent with the historical character of the Building. Improvements must be conducted in conformity with guidelines established by the The Secretary of Interior's Standards for the Treatment of Historic Properties. No restrictions shall be placed upon Lessee as to the architects or contractors who may be employed by it in connection therewith, and they shall have free ingress to and from the premises.
- C. Lessee shall be responsible for all costs, including the cost of any and all permits required to perform the work, and the cost of any improvements or modifications that Lessee proposes.
- D. Any improvements that are permanently attached to the leased property or contained therein shall become the Lessor's property upon the termination of the lease.
- E. Prior to any fundraising efforts for capital improvements or new building facilities, a conceptual plan shall be submitted to the Lessor for approval. Lessee agrees to disclose any and all commitments Lessee has made or may make in the future concerning any structural alterations or additions within the Park. It is further agreed that any such commitments shall be subject to approval from the Lessor. Lessee agrees to assume all liability for any agreement or commitment that has or may be made without the approval of the Lessor and agrees to indemnify and hold the Lessor harmless for any such commitment. The Lessor retains the naming rights of any future facilities.

## **ARTICLE VI – VANDALISM**

In the case of exterior vandalism for the purpose of breaking into the building (doors/windows) the Lessee and Lessor will share costs with a 50/50 % split. General exterior vandalism, such as graffiti, will be the responsibility of the Lessor.

## **ARTICLE VII -- LESSEE EVENTS**

- A. For all non-City, atypical park uses over 50 attendees; a temporary use permit is required. An atypical use of the Park or a facility within the Park, includes, but is not limited to, weddings, private parties, fundraising events, etc. For recurring events, such as the Annual Arts & Crafts Show and Sale, and Veteran's Day observance event, a temporary use permit covering the use for the term of this lease will be submitted for each event as long as the event closely matches the original application.
- B. Lessor will waive permit fees for Lessee to obtain temporary use permit(s).
- C. Event sponsor, whether the Lessor or Lessee, shall establish fees and be responsible for all costs that are above and beyond those described herein.
- D. Lessee may set a fee schedule for private events on the property, subject to review by the Lessor. Any agreements with organizations or users for private events involving a Temporary Use Permit shall include provisions for necessary insurance riders, maintenance deposits, and conditions of use.

## **ARTICLE VIII -- CITY INSPECTION**

- A. The Lessor, or his designee shall, during operating hours of the museum, have the right to enter upon and inspect the interior of the premises. The Lessor, or his designee, shall have the right at all times to enter upon and inspect the general premises.
- B. The Lessee is responsible for maintaining the building interiors in a manner reasonably satisfactory to the Lessor and should this not occur, the Lessor reserves the right, following written notification to the Lessee with an opportunity to correct the defects, to have the necessary repairs performed and charged to the Lessee. The Lessee has the right to appeal the Lessor's decision(s) on maintenance to the City Council.

## **ARTICLE IX -- INSURANCE**

- A. Liability
  - 1. Lessee agrees to defend, save and keep Lessor, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty or liability, resulting from active or passive negligence or wrong doing of Lessee or any of its employees or agents.. Lessee agrees to obtain and keep in force throughout the term of this lease; liability insurance with minimum limits not less than \$1,000,000 for any one injury, \$1,000,000 per any one accident and \$300,000 for property damage. Lessee shall furnish current certificates of insurance to Lessor that names the Lessor as an additional insured and obligating the insurer to provide the Lessor with thirty (30) days advanced written notice prior to termination of coverage.
  - 2. Lessor agrees to defend, save and keep Lessee, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty or liability,

resulting from active or passive negligence or wrong doing of Lessor or any of its employees or agents.

3. Lessor shall provide written notice of any changes to its liability requirements of Lessor.

**B. Property insurance**

1. Lessee shall maintain property insurance as necessary for items owned by the Lessee.

**ARTICLE X -- LEASE NON-ASSIGNABLE**

This lease shall not be sold, assigned or pledged, nor the premises sublet, nor a sale or transfer of control, in whole or in part, without the written consent of Lessor.

**ARTICLE XI -- SURRENDER OF POSSESSION**

The Lessee covenants to surrender the premises and all permanent improvements at the expiration of the term, or sooner if otherwise provided herein, in as good condition as at commencement of the term of the lease, ordinary wear and tear excepted. The Lessee shall remove all of its personal property at the time of surrender or termination, or if the premises are abandoned by Lessee without removal of its personal property, the same shall be removed and stored by the Lessor for a period of one hundred eighty (180) days, and then may be sold to satisfy the costs to the Lessor. The Lessee shall return personal property on loan from private parties.

**ARTICLE XII-- REGULATORY COMPLIANCE**

Lessee shall be responsible for regulatory compliance of all improvements or modification to the leased facilities necessary to Lessee's use and occupation. Lessor shall be responsible for regulatory compliance of all improvements or modifications to the premises necessary for use by the general public.

**ARTICLE XIII -- DEFAULT OR CANCELLATION**

- A. No waiver of default by Lessor of any of the terms and conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained to be performed, kept and observed by Lessee.

**B. Remedies in the Event of Default**

- a. It is understood and agreed that this lease is executed upon the condition that:
  - i. The Lessee maintains and operates under a satisfactory 501(c)(3) IRS status.
  - ii. Lessee will promptly fulfill and perform all the agreements by Lessee contained herein. If at any time during the term of this lease the Lessee shall fail to fulfill or perform any of the terms, conditions or covenants to be kept and performed by the Lessee, and should said non-performance

continue for a period of ninety (90) days after written notice by Lessor to Lessee, Lessor may, in its sole discretion; Extend the time in which the default may be cured. If the nature of Lessee obligations which it has failed to perform is such that more than ninety (90) days are required for cure, the Lessee shall provide the Lessor with a time schedule that must be submitted to Lessor for review and approval by Lessor. It shall not be deemed an event of default if Lessee commences and completes such cure within the approved time schedule. In addition, the Lessor may, at its option and determination, pursue any other appropriate remedy for the enforcement of the rights of the Lessor; or re-let the demised premises.

- C. Lessor may cancel this Agreement by giving Lessee ninety (90) days advanced notice, upon or after the happening of any of the following events:
- a. The filing by Lessee of a voluntary petition of bankruptcy;
  - b. The adjudication of Lessee bankruptcy pursuant to involuntary bankruptcy proceeding;
  - c. The appointment of a receiver of Lessee's assets if Lessee has not removed them within ninety (90) days;
  - d. The divestiture of Lessee's estate herein by other operation of law.
  - e. Upon 90 days notice of an uncured default of any of the terms of this lease.

#### **ARTICLE XIV – CANCELLATION BY LESSEE**

Lessee, in addition to any other rights of cancellation given herein or by law, may cancel this Agreement and terminate all or any of its obligations hereunder at any time that Lessee is not in default hereunder, by giving Lessor ninety (90) days advance written notice, upon or after breach by Lessor of any of its obligations hereunder for a period of ninety days (90) days after receipt of a written notice of the existence of such breach, and where such breach has not been cured or reasonable steps taken to effect a cure.

#### **ARTICLE XV – QUIET ENJOYMENT**

Lessor represents that it has the right to lease the premises, together with the facilities, rights and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof. Lessor agrees that, on performance of the obligations and agreements herein by Lessee, Lessee shall peaceably have and enjoy the leased premises in accordance with the terms of this lease.

#### **ARTICLE XVI – NOTICES**

- A. Notices to Lessor provided for herein shall be sufficient if sent by written notice addressed to:

City Manager  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

Jordan Historical Park  
Lease Agreement



B. Notices to Lessee, if sent by written notice shall be addressed to:

President  
Sedona Historical Society  
P.O. Box 10216  
Sedona, AZ 86339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

#### **ARTICLE XVII -- NON-DISCRIMINATION**

Lessee shall comply with all federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.

#### **ARTICLE XVIII -- NO PERSONAL LIABILITY**

Neither the officials who constitute the City of Sedona, nor the Sedona Historical Society, nor any employee or agent of either entity, shall be charged personally with any liability under any covenant of this Lease, or because of any breach thereof, or because of the execution of this Lease.

#### **ARTICLE XIX -- ENTIRETY OF AGREEMENT**

This lease agreement shall constitute the full Agreement between "Lessor and Lessee". The Agreement may only be modified or amended in writing, signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on \_\_\_\_ of June, 2010.

\_\_\_\_\_  
Rob Adams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

FOR LESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Bill Levengood, President

## **Exhibits**

Exhibit A- Aerial of Jordan Historical Park

Exhibit B- City of Sedona Parks and Recreation Maintenance Standards

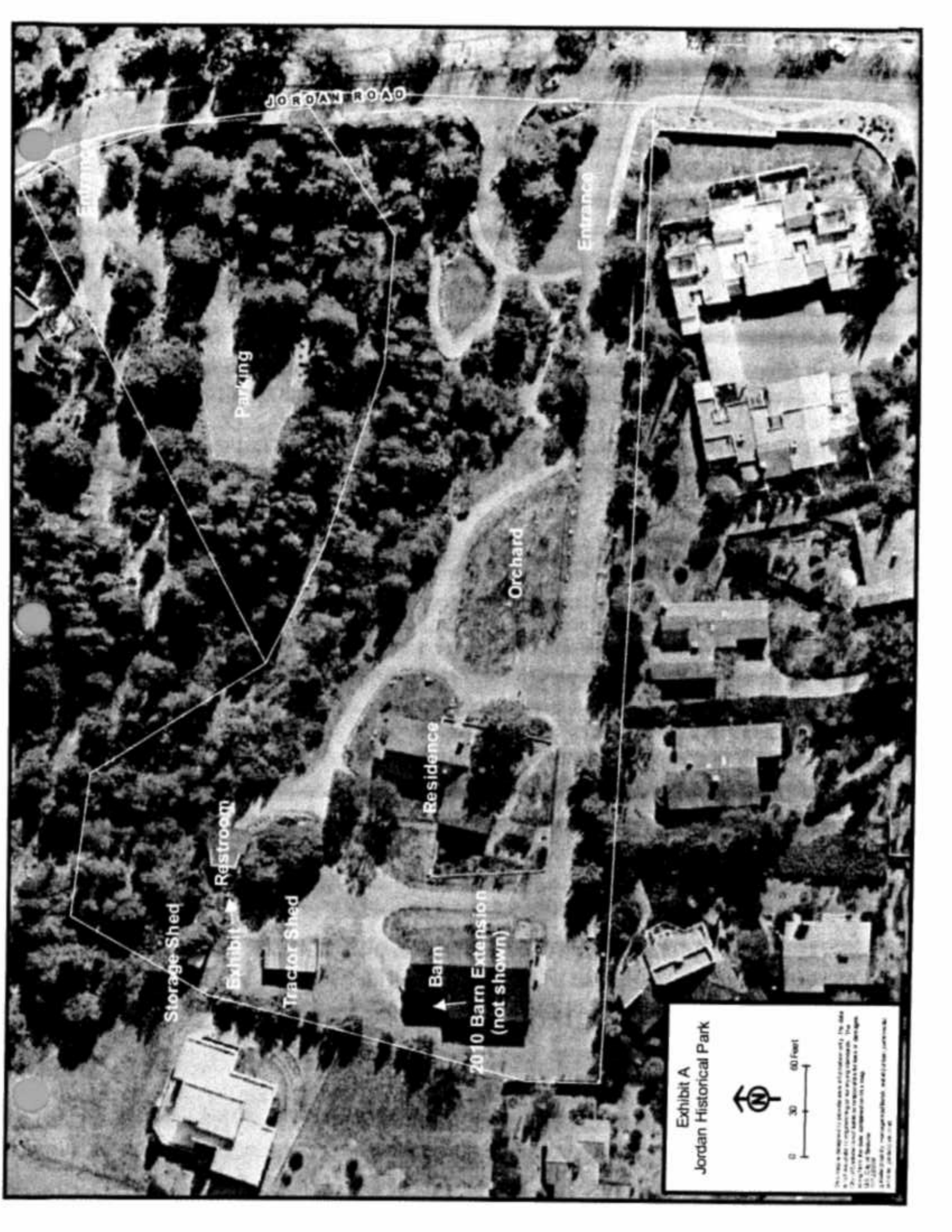


Exhibit A  
Jordan Historical Park



0 30 60 Feet

This map is designed to provide a general overview of the park. It is not intended to be used for legal purposes. The map is based on aerial photography and is subject to change. The map is not a survey and should not be used for legal purposes. The map is not a survey and should not be used for legal purposes. The map is not a survey and should not be used for legal purposes.

# **MAINTENANCE SPECIFICATIONS**

## **Level of Standards for City of Sedona Park Facilities**

The City of Sedona Parks and Recreation Department Park facilities include:

Posse Grounds Park

Sunset Park

Jordan Historical Park

Jack Jamesen Pocket Park

Botanical Garden Pocket Park

Grey Back Pocket Park

Sedona Community Pool

Sedona Teen Center

Jack Malgram Skate Park

All trails, trailheads, and parking lots within the City Parks system.

### **Introduction**

In an effort to recognize the great variations of maintenance requirements of the City's Parks and facilities, it has become necessary to develop for implementation an acceptable Level of Standards policy.

### **Objectives of having standards**

- Communicate condition of the park system to City management and staff, elected officials, and the public.
- Develop and communicate the Parks & Recreation goals regarding maintenance standards.
- Assist Parks & Recreation staff in training, scheduling, and prioritizing maintenance functions and resources.
- Improve park conditions by efficient resource allocation and improved parks maintenance procedures.

## **TABLE OF CONTENTS**

SECTION I: CATEGORIES OF PARK FEATURES
SECTION II: ELEMENTS OF PARK FEATURES
SECTION III: PARK MAINTENANCE STANDARDS
SECTION IV: EVALUATION FORM

## **SECTION I : CATEGORIES OF PARK FEATURES**

Based on the diverse nature of the parks system, the Level of Standards policy will be divided into the following categories of Park Features:

- I.      **Landscaped and Hardscaped Areas****
  - 1.   Lawns
  - 2.   Ornamental Gardens, Shrubs, Groundcovers
  - 3.   Trees
  - 4.   Hardscapes and Trails
  - 5.   Open Space
  
- II.     **Recreational Areas****
  - 6.   Turf Athletic Fields
  - 7.   Outdoor Athletic Courts
  - 8.   Children's Play Areas
  - 9.   Dog Park Areas
  
- III.    **Amenities and Structures****
  - 10.   Restrooms
  - 11.   Parking Lots and Surfaces
  - 12.   Waste and Recycling Receptacles
  - 13.   Ramadas, Benches, Tables, and Grills
  - 14.   Amenities and Structures

## **SECTION II: ELEMENTS OF PARK FEATURES (PF)**

- I.      **Landscaped and Hardscaped Areas****
  - 1.   Lawns
    - Cleanliness
    - Color
    - Density
    - Drainage
    - Irrigation
    - Edging
    - Mowing Height
    - Weeds/Pests
    - Holes
  
  - 2.   Ornamental Gardens, Shrubs, Groundcovers
    - Cleanliness
    - Pruning
    - Plant Health
    - Weeds/Pests

3. Trees

- Pruning
- Plant Health
- Invasives

4. Hardscapes and Trails

- Cleanliness
- Drainage
- Graffiti
- Weeds/Pests

5. Open Space

- Cleanliness
- Native Plants Only-Zeroscape

**II.**

**Recreational Areas**

6. Turf Athletic Fields

- Cleanliness
- Color
- Drainage
- Irrigation
- Fencing
- Functionality of Structures
- Graffiti
- Painting/Striping
- Surface Quality
- Mowing Height
- Weeds/Pests

7. Outdoor Athletic Courts

- Cleanliness
- Drainage
- Fencing
- Functionality of Structures
- Graffiti
- Painting/Striping
- Surface Quality

8. Children's Playground Areas

- Cleanliness
- Fencing
- Functionality of Equipment

- Integrity of Equipment
- Graffiti
- Signage
- Surface Quality

9. Dog Park Area

- Bag Dispenser/Waste Receptacle
- Cleanliness
- Drainage
- Signage
- Surface Quality

**III. Amenities and Structures**

10. Restrooms

- Cleanliness
- Graffiti
- Functionality of Structures
- Lighting
- Odor
- Painting
- Signage
- Supplies
- Waste Receptacles

11. Parking Lots and Surfaces

- ADA Spaces
- Cleanliness
- Curb Conditions
- Drainage
- Graffiti
- Signage/Striping
- Surface Quality

12. Waste and Recycling Receptacles

- Cleanliness
- Fullness
- Signage/Painting
- Structural Integrity and Functionality

13. Ramadas, Benches, Tables, and Grills

- Cleanliness
- Graffiti
- Painting

- Structural Integrity and Functionality

14. Amenities and Structures

- Exterior of Buildings
- Drinking Fountains
- Fencing
- Retaining walls
- Signage



### SECTION III: PARK MAINTENANCE SPECIFICATIONS

#### A. Turf

1. Turf will be maintained according to species and variety of grass, at a uniform height of 1-2 inches.
2. The grass at will be mowed and trimmed every five (5) working days, or as necessary to achieve the above standard.
3. Aeration will be performed 3-6 times per year and more for heavily used areas.
4. Topdress athletic fields twice per year with a clean sand/organic mixture.
5. Fertilize all turf 6 times per year during the growing season with a balanced 3:1:2 ratio fertilizer applying 1 pound of nitrogen per 1,000 square feet per application. Test soils annually to determine additional plant/soil health needs.
6. Over-seed all turf in the fall when scheduled play is over. Apply 8-10 pounds of Perennial Rye/KBlue/Fescue per 1, square feet.. Apply additional seed at 1-2 pounds per 1,000 sqft. as needed during spring recovery and to spot seed weak areas.
7. Apply pellitized gypsum, or other amendments as needed based on soil tests.
8. Apply pesticides as required to comply with the Parks Level of Standards quality requirements. All pesticide use is based on strict IPM (Integrated Pest Management) industry standards.

#### B. Irrigation

The single most important element in turf management is water. Proper water use is key to healthy turf, which promotes less fertilizer and pesticide use, while providing a firm and uniform playing surface. Over-watering is the number one factor contributing to poor turf conditions.

1. ALL irrigation application rates will be based on daily weather data observations and the daily E.T. (Evapotranspiration Rate), by matching the sprinkler zone precipitation rate to the daily E.T. rate. An onsite weather station and integrated controllers will provide the daily water requirement E.T. data.. Daily adjustments will be made accordingly.
2. Irrigation systems will be inspected weekly during the growing season to insure proper sprinkler rotation, adjustment, and coverage.
3. Leaks will be repaired immediately.
4. All sprinklers and valve boxes will be set flush with grade.

#### C. Athletic Fields/Skinned Infields

1. All baseball/softball infields will be groomed daily during league play.
2. Construct skinned infields using an approved specification infield mix to form a solid uniform surface for each sport. Perform mechanical cultivation, grooming, raking, and watering techniques to provide the proper playing surface.
3. Grade infields to ensure proper drainage. Annual laser leveling may be required to achieve proper level. Add soil conditioner and infield mix annually to infields and warning tracks to provide proper level.
4. Rake, level, fill holes, and pack pitchers mounds and home plate areas after every game during league play.
5. Remove rocks, dirt clods, and debris from the play areas daily.

6. Inspect bases, home plates, and pitcher rubbers daily for damage and wear. Repair and replace as needed.
7. Broom, rake, power wash, edge, or re-sod dirt build-up areas around the lips of the infields or warning tracks to provide a smooth transition from turf to dirt.
8. All fields on which scheduled games occur will be groomed and chalked prior to the scheduled start time of the game. In the situation where numerous games are scheduled on the same field on the same day, the field will be groomed and chalked prior to the first scheduled game only. Fields will not be chalked for practices. Saturday scheduled games will be groomed and chalked Friday, unless previous arrangements have been made with, and authorized by the Parks Superintendent.
9. Light controls are to be set only by Parks and Recreation staff. Emergency controls are available.
10. Inspect lights monthly for proper function. Replace burned out lamps when 10% or more are out.
11. Conduct annual lighting audit to ensure uniform coverage.

D. Athletic Fields/Turf

1. The lines on the multi-use soccer/football field will be painted weekly throughout the season.
2. Inspect soccer/football field daily. Remove all litter or debris.
3. Repair all holes or damaged areas immediately with sod or soil/seed mix.
4. Re-anchor goals immediately, if needed.
5. Repair and replace torn or tattered nets.
6. Maintain according to section A and B.
7. Repair all holes or damaged areas immediately with sod or soil/seed mix.
8. Turf athletic fields are available for non-sport special events, provided a significant rain event has not occurred prior to the event, and the Parks and Recreation staff is on-site during set up and tear down.

E. Playground Equipment

1. Check all play equipment and surrounding play areas daily. Repair broken equipment immediately or notify a supervisor of follow-up work or materials needed.
2. For major damage or repairs, isolate, remove, or close the damaged piece/area from use until repairs are complete.
3. Remove all litter and debris daily.
4. Perform official monthly inspections on play equipment and surrounding play areas. Record all observations, deficiencies, and schedule repairs.

F. Play Surfaces

1. Check all surfaces daily. Remove all litter and debris.
2. Add fall surface material as needed to stay within ASTM and NSPI standards.
3. Repair and replace damaged rubber cushion surfaces immediately.

4. Inspect fall surface for drainage issues after heavy rains. Surface should be free of standing water within 24 hours.
5. Inspect playground borders weekly. Repair deficiencies.

#### G. Ramadas/Shelters/Buildings

1. Inspect buildings, tables, and grills monthly for any structural, electrical, plumbing, or equipment damage and repair needs. Isolate and hazardous conditions from use and repair ASAP.
2. Pick-up all litter and debris, remove any hazards daily. Clean up after each use.
3. Maintain grounds on same schedule as rest of the park.
4. Repaint or water-seal all structures every 3 years, or sooner, depending on deterioration.
5. Perform pesticide treatments under the Parks IPM Plan for insect, rodent, or weed control.
6. Clean grills and remove old coals weekly.
7. Inspect for fire hazards such as low limbs or debris. Remove hazards immediately.

#### H. Trash Receptacles

1. Empty trash receptacles (pull liners) if more than half full or sooner depending on odor or pests.
2. Wash out containers monthly.
3. Inspect weekly for worn, damaged, or missing parts and repair or replace immediately.
4. Inspect surrounding areas daily and cleanup all litter or debris around receptacles or dumpsters.

#### I. Restrooms

1. Inspect all restrooms daily to ensure the lighting, electrical, and plumbing fixtures are functional. Isolate any hazardous conditions from use. Repair or report all deficiencies immediately.
2. Repaint restrooms on a regular basis. Remove all graffiti immediately.

#### J. Outdoor Sport Courts

1. Clean litter and debris from court surfaces daily and remove any hazards.
2. Repaint or resurface courts when worn areas exceed 20% of court surface, or as scheduled per department "resurfacing plan".
3. Inspect nets weekly to ensure proper function. Repair or replace excessive wear items on a regular basis. Tennis nets must be set to a center height of 36".
4. Inspect lights monthly. Repair all deficiencies immediately.
5. Check ballast boxes and timers weekly for proper operation.
6. Replace lamps when 10% or more are burned out.
7. Conduct annual lighting audits to ensure proper coverage.
8. Inspect goals and backboards weekly. Repair any deficiencies immediately.

K. Sand Volleyball/Horseshoe Courts

1. Check courts daily and pick up all litter and debris.
2. Inspect nets weekly to ensure proper function. Replace worn nets promptly.
3. Inspect courts weekly to insure a level surface. Add sand, till, or level surfaces weekly to provide consistent playing surfaces.

L. Ornamental Gardens/Pocket Parks(non-turf)

1. Check daily for litter or debris.
2. Inspect irrigation systems weekly for proper function. Ensure all drip tubes are buried and all valve boxes are set flush with grade. Repair all discrepancies or leaks immediately.
3. Schedule watering in the evenings and manage irrigation cycles per section B.
4. Manually manage weed control to ensure entire area is 90% weed free.

M. Parking Lots and Walkways

1. Check daily for litter and debris.
2. Sweep and stripe parking lots on a regular basis.
3. Remove all broken curbs immediately.
4. Edge walkways on a 30-day rotation. Including cracks or expansion joints.
5. Sweep or blow walkways a minimum of once a week.

N. Signage/Fencing

1. Inspect all signs and fences weekly for damage or vandalism.
2. Insure the proper sign is in the proper location, and properly installed.
3. Isolate hazardous deficiencies from use. Repair immediately.

O. Drinking Fountains

1. Inspect all fountains weekly for cleanliness and functionality. Repair any leaks or discrepancies immediately.
2. Insure ADA compliance for all appropriate fountain locations.

P. Bleachers/Benches/Bridges

1. Check all weekly for vandalism or damage.
2. Isolate hazardous deficiencies from use and schedule repairs ASAP.
3. Paint or water seal annually, depending on deterioration.

Q. Lights/Security

1. Check all security systems daily. Report or repair all deficiencies immediately.
2. Check all lights monthly. Report or repair all deficiencies immediately.

R. Pool

1. Check entire pool facility daily. Remove all litter and debris.
2. Check water quality, circulation system, heaters, and skimmer function daily. Make required adjustments immediately.
3. Brush entire surface daily. Vacuum a minimum of twice a week prior to scheduled events (early AM) or on off days during slow times.

## SECTION IV: EVALUATION FORM

The Measurable Standards evaluation form should be completed for each individual park using the categories specific to each park. A simple "yes" or "no" answer is used for determining whether each element meets the standard. The park is then evaluated on the aggregate score for the number of standards that it meets. This information will be used for many different purposes such as identifying maintenance problems or trends, allocation of resources, and improving park conditions.

### Measurable Standards of Park Features

PARK: \_\_\_\_\_ DATE: \_\_\_\_\_

#### PF-1 Lawns

1.1 Cleanliness \_\_\_\_\_ x

- Turf is free of litter and organic debris.

Note: For all categories, examples of litter include cigarette butts, paper wrappings, newspaper, cans, bottles, and larger items. Examples of debris include tree limbs, brush, rocks, etc. Leaves are excluded.

1.2 Color \_\_\_\_\_ x

- 80% of turf is fairly green.

Note: 80% applies to only the growing season.

1.3 Density \_\_\_\_\_ x

- 80% of the turf area is free of bare spots.

Note: Does not include damage due to vandalism or animals.

1.4 Drainage \_\_\_\_\_ x

- 80% of the turf area is free of standing water two days after rain or two hours after irrigation.

1.5 Irrigation \_\_\_\_\_ x

- Irrigation applications to be closely monitored and adjusted based on weather conditions to avoid soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

1.6 Edging \_\_\_\_\_ x

- 80% of the edges are clearly defined and have less than 4 inches of growth over adjoining landscape or path.

1.7 Mowing Height x

- Lawns are mowed and kept at a uniform height of 1-2 inches. Clippings are scattered or picked up each mowing.

1.8 Weeds/Pests x

- 90% of the surface is weed free.
- Surface will be 90% free of burrowing animal holes.
- 90% of the surface is free of insect damage.

**PF-2 Ornamental Gardens, Shrubs, and Ground Covers**

2.1 Cleanliness x

- Completely free of litter and debris.

Note: Leaves are excluded

2.2 Plant health x

- 90% or more of all plants are healthy and alive.

2.3 Pruning x

- 100% of all plants have the appropriate size and shape for their location and function.

2.4 Irrigation x

- No visible leaks. All sprinklers and valve boxes are level to grade. All drip tubes are buried out of sight.

2.5 Weeds x

- 90% weed free at all times and 100% free of invasive vines.

**PF-3 Trees**

3.1 Pruning x

- No broken, crossed, or hanging limbs.
- All limbs pruned as to not impede walkways, streets, or recreation areas.

3.2 Plant Health x

- All trees are healthy and alive. Dead trees to be removed immediately.

3.3 Invasives x

- All trees to be free of invasive vines, or parasitic plants (mistletoe).

**PF-4 Hardscapes and Trails**

4.1 Cleanliness x

- Hardscapes and trails are free of litter and debris.

#### 4.2 Drainage \_\_\_\_\_ x

- 95% of all surfaces are free of standing water two days after a rain.
- Heavy rain damage is repaired within 5 days.

#### 4.3 Graffiti \_\_\_\_\_ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

#### 4.4 Weeds/Pests \_\_\_\_\_ x

- 95% of all surfaces are weed free.

Note: Does not apply to edges or adjoining landscape.

### **PF-5 Open Space**

#### 5.1 Cleanliness \_\_\_\_\_ x

- Completely free of litter and debris.

#### 5.2 Native Zeroscape

- 100% Native plants. Zero maintenance.

### **PF-6 Turf Athletic Fields**

#### 6.1 Cleanliness \_\_\_\_\_ x

- Free of litter and debris

#### 6.2 Color \_\_\_\_\_ x

- Turf athletic fields are uniformly green.

Note: During the growing season

#### 6.3 Drainage \_\_\_\_\_ x

- Free of standing water two days after a rain or two hours after irrigation.

Note: During heavy rain or saturation, fields will be closed.

#### 6.4 Irrigation \_\_\_\_\_ x

- Irrigation practices to be closely monitored and adjusted based on weather conditions to soil saturation, over watering, or standing water. No visible leaks. All sprinklers and valve boxes level to grade.

#### 6.5 Fencing \_\_\_\_\_ x

- Fencing is functional, free of protrusions, and free of holes or gaps.

#### 6.6 Functionality of Structures \_\_\_\_\_ x

- 90% of available sport-related and support structures are operational for playing and observing sports.



6.7 Graffiti x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

6.8 Painting/Striping x

- All baseball/softball fields will be striped on game day prior to the first game only, and only during the specified season.
- Soccer/football fields will be striped weekly during the specified season.

6.9 Surface Quality x

- All baseball/softball in-fields will be mechanically groomed a minimum of twice a week during the season. Grooming will include mechanical tilling and raking.
- All turf areas will be free of holes or uneven surfaces.

6.10 Mowing Height x

- Turf will be mowed at a uniform height of 1-2 inches. Clippings will be scattered or picked up after each mowing.

6.11 Weeds/Pests x

- Turf will be 90% weed free and 90% free of insect damage.

**PF-7 Outdoor Athletic Courts**

7.1 Cleanliness x

- Court surfaces are free of litter and debris.

7.2 Drainage x

- 95% of the surface is free of standing water two days after a rain.

7.3 Fencing x

- Fencing is functional, free of protrusions, and free of holes or gaps.

7.4 Functionality of Structures x

- 90% of available sort related structures are operational for playing and observing sports.

7.5 Graffiti x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

7.6 Painting/Striping x

- Play lines are clearly visible and worn paint areas do not exceed 20% of the total court surface.

7.7 Surface Quality x

- Court is smooth, free of irregularities in grade greater than half inch. Free of cracks or holes greater than one inch in width or depth.

## **PF-8 Children's Playground Areas**

### **8.1 Cleanliness** \_\_\_\_\_ **x**

- Children's play area is free of litter, debris and weeds. Sandbox is free of all foreign debris.

### **8.2 Fencing** \_\_\_\_\_ **x**

- Where applicable, fencing is functional, free of protrusions, and free of holes or gaps.

### **8.3 Functionality of Equipment** \_\_\_\_\_ **x**

- Minimum of 80% of intended play equipment is present and functional.

### **8.4 Integrity of Equipment** \_\_\_\_\_ **x**

- 80% of play equipment is free of deteriorations, such as rust, rot, chipped or peeling paint, dents, and 100% free of sharp edges or protrusions. 100% of attachments, bolts, screws, etc. are secure.

### **8.5 Graffiti** \_\_\_\_\_ **x**

- Zero Tolerance. Must be reported immediately and abated within 48 hours.

### **8.6 Signage** \_\_\_\_\_ **x**

- All signs are legible, properly installed, and located in visible locations.

### **8.7 Surface Quality** \_\_\_\_\_ **x**

- If applicable, sand is loose (not compacted), level, and at least 12 inches deep.
- 100% of rubber surface, or wood chip surface, is present and in good condition.

## **PF-9 Dog Park Areas**

### **9.1 Bag Dispenser** \_\_\_\_\_ **x**

- Bag dispensers are available and fully operational.

### **9.2 Cleanliness** \_\_\_\_\_ **x**

- Dog park entrance is free of litter, debris, and feces.

### **9.3 Signage** \_\_\_\_\_ **x**

- Park signs for leash laws and park rules are legible, properly installed and properly located.

## **PF-10 Restrooms**

### 10.1 Cleanliness x

- Entry way and interior are free of litter and debris.
- Toilets, urinals, diaper-changing stations are clean.

### 10.2 Graffiti x

- Restrooms are free of graffiti. Must be reported immediately and abated within 48 hours.

### 10.3 Functionality of Structures x

- All entry/exit doors, toilets, urinals, partitions, stall walls and doors, diaper changing stations, faucets, and sinks are operational and leak free.

### 10.4 Lighting x

- 90% of all lights are operational.

### 10.5 Odor x

- Restroom is free of offensive odors.

### 10.6 Painting x

- Paint has a uniform coat, color, and texture.

### 10.7 Signage x

- Restroom signs are legible, properly installed, and in the proper location.

### 10.8 Supplies x

- Restrooms are properly stocked with toilet paper, paper towels, soap, and air freshener.

### 10.9 Waste Receptacle x

- Waste receptacles are clean and not overflowing.

## **PF-11 Parking Lots and Roads**

### 11.1 ADA Parking Spaces x

- Proper number of ADA parking spaces are available in the proper locations and marked with appropriate signage.

### 11.2 Cleanliness x

- Parking lots and roads are free of debris and litter.

### 11.3 Curbs x

- 90% of curbs, or parking blocks, are intact.
- No broken or displaced curbs.

11.4 Drainage \_\_\_\_\_ x

- Parking lots and roads are free of standing water two days after a rain.

11.5 Graffiti \_\_\_\_\_ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

11.6 Striping/Signage \_\_\_\_\_ x

- 75% of parking and road strips are visible.
- All signs are legible, properly installed, and in the proper location.

11.7 Surface Quality \_\_\_\_\_ x

- Parking lots and roads are free of potholes greater than six inches diameter or depth, and are evenly surfaced.

**PF-12 Waste and Recycling Receptacles**

12.1 Cleanliness \_\_\_\_\_ x

- 90% of all receptacles are clean, and 100% are free of graffiti.
- Immediate area surrounding all receptacles is free of litter or debris.

12.2 Fullness \_\_\_\_\_ x

- 90% of all receptacles are not over half full.

12.3 Signage/Painting \_\_\_\_\_ x

- Painting has a uniform coat, color, and texture on 90% of all receptacles.
- Signage is legible, installed properly, and in the proper location.

12.4 Structural Integrity/Functionality \_\_\_\_\_ x

- 90% of all receptacles are free of cracks or damage that may affect their use.
- 90% are secured by lock and chain to avoid tampering or vandalism.
- 90% are of a similar design and function to provide uniformity throughout the parks.

**PF-13 Ramada's, Benches, Tables, and Grills**

13.1 Cleanliness \_\_\_\_\_ x

- 90% of available benches and tables are free of litter, dirt, and rust, and 90% of all grills are free of litter and ashes.

13.2 Graffiti \_\_\_\_\_ x

- Zero tolerance. Must be reported immediately and abated within 48 hours.

13.3 Painting \_\_\_\_\_ x

- 80% of tables, benches, and ramadas must be free of chipped or peeling paint, and must be of a uniform color and texture.

### 13.4 Structural Integrity/Functionality x

- 90% of benches and tables are structurally sound, properly anchored, and free of sharp edges or protrusions. Grills are operational.
- 90% of ramadas are structurally sound.

## **PF-14 Amenities and Structures**

14.1 Exterior of Buildings x

- Exterior of building is free of vandalism and graffiti.
- 90% of painting is of uniform color and texture and not peeling.

## 14.2 Drinking Fountains x

- Drinking fountains are clean, accessible, operational, and free of standing water.

### 14.3 Fencing/Gates/Locks x

- Fencing is functional, free of protrusions, and free of holes or gaps.
- Existing gates, latches, and locks are operational.

## 14.4 Retaining Walls x

- Retaining walls are structurally sound.
- Free of vandalism and graffiti.

14.5 Signage x

- Signs are legible, installed properly, and in the proper location.

COMMENTS:

[illegible]



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SEDONA  
AND  
THE SEDONA HISTORICAL SOCIETY**

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered on June 8, 2010 by and between the City of Sedona (hereinafter referred to as "CITY") and Sedona Historical Society (hereinafter referred to as "SHS") establishes a formal understanding between the CITY and SHS based on the premise that both parties understand that:

WHEREAS, both parties agree upon the importance of a relationship to educate the public about Sedona's history and;

WHEREAS, the SHS has entered into a separate lease agreement with the CITY for use of Jordan Historical Park which is located on real property owned by the CITY and;

WHEREAS, the existing lease agreement between the CITY and SHS outlines the legal responsibility of each entity or organization as it applies to the lease requirements and operation of Jordan Historical Park and;

WHEREAS, the purpose of this MOU is to formally establish a record of understanding between the CITY and SHS as to the responsibilities of each organization in order to maximize cooperation and continue the partnership between both organizations on items that are not recorded on the lease:

NOW THEREFORE THE CITY AND SHS UNDERSTAND AND AGREE TO THE FOLLOWING:

1. SHS agrees to keep the museum open to the public an average of 25 hours per week, excluding legal holidays recognized by the City.
2. The City may appoint a liaison to serve as a City representative to attend all General Membership and Board of Directors meetings held by the SHS. This liaison will serve as a non-voting attendee and may be a City staff member, a member of the Parks and Recreation Commission, or City Council.
3. SHS agrees to provide the City with a copy of the Internal Revenue Service Form 990 within 60 days of filing.
4. SHS agrees to provide an annual written report to the City by the end of the second quarter of the calendar year.
5. SHS agrees to include the City logo on all printed and electronic advertising materials or include a reference that the museum is located in a City of Sedona Park.
6. SHS agrees to notify the City of all grant applications that will cause a modification to the Park or any of its facilities. SHS will also provide the grant purpose and amount requested.
7. Notices to the City provided for herein shall be sufficient if sent by written notice addressed to:

City Manager

City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336

8. Notices to Lessee, if sent by written notice shall be addressed to:  
President

Sedona Historical Society  
P.O. Box 10216  
Sedona, AZ 86339

or to such other respective addresses as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on \_\_\_\_ of June 2010.

\_\_\_\_\_  
Rob Adams, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
SHS President



## LEASE AGREEMENT

THIS LEASE, made and entered into this day, by and between the City of Sedona (hereinafter called "LESSOR" or "CITY") and Sedona Historical Society (hereinafter called "LESSEE") witnesseth:

WHEREAS, Lessor is now the owner of real property located at 735 Jordan Road, Coconino County, State of Arizona, known as the Jordan Residence (hereinafter called "BUILDING"); and

WHEREAS, Lessor has accepted the Lessee's proposal for benefits and services; and

WHEREAS, Lessee desires to conduct historic preservation and educational activities and operations compatible with the land development code and historic nature of the Building; and

WHEREAS, Lessor has the sole and plenary authority to levy and collect all rentals, fees, taxes and charges incident to Lessee's use of the Building;

NOW THEREFORE, Lessor does hereby demise and let unto Lessee, and Lessee does hereby rent and take from Lessor, the following rights, and privileges in connection with the Building:

### ARTICLE I - USE OF THE PROPERTY

- A. In consideration of the timely performance of the performance of the services set forth in Lessee's proposal and Lessee providing to the City the benefits set forth therein, Lessee is authorized to share the non-exclusive use of the Building with the Lessor, its employees, agents, guests, and other invitees.

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B. Other Rights of Lessee.

1. Lessee, its employees, guests, invitees, suppliers of materials and furnishers of services shall have the right of ingress and egress to and from the building premises.
2. Lessee shall restrict the use of leased property to the activities set forth in Lessee's proposal and those necessarily associated therewith.

ARTICLE II - TERM AND RENEWAL OPTION

The term of this lease shall be for two (2) years, commencing on May 1, 1995 and continue through April 30, 1997.

Lessee shall have the option to extend the term of this lease, if it is not in default, upon termination of the initial term for up to two additional two (2) year terms. The Lessee shall request extensions by giving the City written notice not less than ninety (90) days and not more than one hundred-twenty (120) days before the end of the current lease term. All terms and conditions of this lease shall apply to the extended period of this lease.

ARTICLE III - CONSIDERATION

Rent payments for Lessee use of the building and premises are hereby waived. Lessee's use of the building and premises, together with the other benefits to Lessee hereunder, are strictly conditioned upon Lessee's full and timely performance of all obligations to the City set forth in Lessee's proposal.

ARTICLE IV - MAINTENANCE

Lessee shall, at its expense, keep and maintain all interior improvements and all improvements of any kind which are erected, installed or made therein by Lessee, in good and substantial repair and condition and shall make all necessary repairs and alterations thereto, including those considered to be structural in nature. Maintenance and repair of the exterior of the Building and the premises in general are the responsibility of the Lessor.

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The Community Services Director or his designee shall, during ordinary business hours, have the right to enter upon and inspect the Building interior premises. Such inspections shall be made at a mutually agreed time. The Community Services Director or his designee shall have the right at all times to enter upon and inspect the general premises. Should Lessee fail to maintain the premises or any part thereof in a manner reasonably satisfactory to the Community Services Director, the Community Services Director reserves the right, following written notification to the Lessee, to have the necessary repairs performed and charged to the Lessee. The Lessee has the right to appeal the Community Services Director's decision(s) on maintenance to the City Council.

#### ARTICLE V - UTILITIES

The Lessee will be responsible for all utilities, connections and costs associated with their operation. Utilities include water, sewer, refuse collection, electricity, gas or heating oil, telephone, cable television and any other utilities needed for the function of the Lessee.

#### ARTICLE VI - SNOW REMOVAL

The removal of snow on the entry sidewalks and driveway shall be the responsibility of the Lessor or at such time as the premises are open to the general public. At all other times, the removal of snow shall be the responsibility of Lessee.

#### ARTICLE VII - ALTERATIONS OR IMPROVEMENTS BY LESSEE

If any improvements are required due to the nature of the lease activity, Lessee shall be responsible for the cost of those improvements.

The Lessee shall not construct, or make alterations or improvements to the premises except with the prior written approval of the Community Services Director, which shall not be unreasonably withheld. All improvements shall be constructed in full compliance with all applicable rules, regulations, codes and laws and shall be consistent with the historical character of the Building. No restrictions shall be placed upon Lessee as to the architects, constructors or material men who may be employed by it in connection therewith, and they have free ingress to and from the premises.

Any improvements which may become attached to the leased property shall become the Lessor's property upon the termination of the lease.

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## A. SIGNS, EXTERIOR LIGHTING, FIXTURES

1. Before constructing or placing any signs on the premises, the Lessee shall obtain all necessary permits, be in conformance with the City sign regulations and have the prior written consent of the Lessor. In any event, said signs shall be constructed or placed in such a manner as not to change or deface the exterior walls or roof of the Building.
2. Installation of Exterior Lighting and Fixtures. Lessee shall not install any exterior lighting, exterior plumbing facilities, shades or awnings, amplifiers or similar devices, or use any advertising medium which may be heard or experienced outside the premises, such as loudspeakers, phonographs or radio broadcasts, without Lessor's prior written consent.

## ARTICLE VIII - INSURANCE

### LIABILITY

Lessee agrees to defend, save and keep Lessor, its agents, employees, officers, agencies, and departments, harmless from any and all loss, expense, penalty or liability, resulting from active or passive negligence or wrong doing of Lessee or any of its employees or agents. Lessee agrees to obtain and keep in force throughout the term of this lease, liability insurance with minimum limits not less than \$1,000,000 for any one injury, \$1,000,000 per any one accident and \$300,000 for property damage. Lessee shall furnish current certificates of insurance to Lessor that names the Lessor as an additional insured and obligating the insurer to provide the City with thirty (30) days advanced written notice prior to termination of coverage.

The liability policy limits shall be reviewed every year to reflect the current insurance requirements of the Lessor.

### PROPERTY INSURANCE

Lessor shall maintain property insurance as necessary for the premises and improvements.

## ARTICLE IX - LEASE NOT TO BE ASSIGNED

This lease shall not be sold, assigned or pledged, nor the premises sublet, nor a sale or transfer of control, or ownership of the stock or assets of the Lessee, in whole or in part, without the written consent of Lessor.

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## ARTICLE X - SURRENDER OF POSSESSION

The Lessee covenants to surrender the premises and all permanent improvements at the expiration of the term, or sooner if otherwise provided herein in as good condition as at commencement of the term of the lease, ordinary wear and tear excepted. The Lessee shall remove all of its personal property at the time of surrender or termination, or if the premises are abandoned by Lessee without removal of its personal property, the same shall be removed and stored by the Lessor for a period of thirty (30) days, and then may be sold to satisfy the costs to the Lessor.

## ARTICLE XI - REGULATORY COMPLIANCE

Lessee shall be responsible for all improvements or modification to the premises necessary to Lessee's use and occupation. Lessor shall be responsible for all improvements or modifications to the premises necessary to use by the general public including compliance with the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973.

## ARTICLE XII - DEFAULT/CANCELLATION

No waiver of default by Lessor of any of the term of conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms and conditions herein contained to be performed, kept and observed by Lessee.

### REMEDIES IN THE EVENT OF DEFAULT

It is understood and agreed that this lease is executed upon the condition that:

- A. The Lessee will promptly fulfill and perform all the agreements by Lessee contained herein and in the RFP and in the proposal submitted by Lessee. If at any time during the term of this lease the Lessee shall fail to fulfill or perform any of the terms, conditions or covenants to be kept and performed by the Lessee, and should said non-performance continue for a period of fifteen (15) days after written notice by Lessor to Lessee, Lessor may, in its sole discretion;
  - 1. Extend the time in which the default may be cured. If the nature of Lessee obligations which it has failed to perform is such that more than fifteen (15) days are required for cure, the Lessee shall provide the Lessor with a time schedule that must be approved by Lessor, then it shall not be deemed an event of default if Lessee commences and completes such cure within the approved time scheduled.

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2. Re-enter the demised premises without process of law, take possession of the demised premises using such force as may be necessary in so doing, declare the lease terminated and hold all equipment, furniture, fixtures, appliances, supplies, inventory, and all other personal property located in the demised premises which may then be sold by Lessor to satisfy Lessor's costs.
3. In addition, the Lessor may, at its option and determination, pursue any other appropriate remedy for the enforcement of the rights of the Lessor; or,
4. Re-let the demised premises.

Lessor may cancel this Agreement by giving Lessee thirty (30) days advanced notice, upon or after the happening of any of the following events:

- A. The filing by Lessee of a voluntary petition of bankruptcy;
- B. The adjudication of Lessee bankruptcy pursuant to involuntary bankruptcy proceeding;
- C. The appointment of a receiver of Lessee's assets if Lessee has not removed them within thirty (30) days;
- D. The divestiture of Lessee's estate herein by other operation of law.

#### ARTICLE XIII - CANCELLATION BY LESSEE

Lessee, in addition to any other rights of cancellation given herein or by law, may cancel this Agreement and terminate all or any of its obligations hereunder at any time that Lessee is not in default hereunder, by giving Lessor thirty (30) days advance written notice, upon or after breach by Lessor of any of its obligations hereunder for a period of thirty days (30) days after receipt of a written notice of the existence of such breach, and where such breach has not been cured or reasonable steps taken to effect a cure.

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#### ARTICLE XIV - QUIET ENJOYMENT

Lessor represents that it has the right to lease the premises, together with the facilities, rights and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof. Lessor agrees that, on performance of the obligations and agreements hereunder by Lessee, Lessee shall peaceably have and enjoy the leased premises in accordance with the terms of this lease, the RFP and the proposal submitted by Lessee.

#### ARTICLE XV - NOTICES

Notices to Lessor provided for herein shall be sufficient if sent by written notice addressed to the City Manager, City of Sedona, P.O. Box 30002, Sedona, Arizona 86336, and notices to Lessee if sent by written notice addressed to: Lea Pace, President, Sedona Historical Society, 120 View Drive, Sedona, Arizona 86336 or to such other respective addresses as the parties may designate to each other in writing from time to time.

#### ARTICLE XVI - NON-DISCRIMINATION

Lessee shall comply with the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as amended. Lessee shall also comply with all other federal, state and local regulations prohibiting unlawful discrimination in employment, programs, services, activities and contracting.

#### ARTICLE XVII - NO PERSONAL LIABILITY

Neither the officials who constitute the City of Sedona, nor the Sedona Historical Society, nor any employee or agent of either entity, shall be charged personally with any liability under any covenant of this Lease, or because of any breach thereof, or because of the execution of this Lease.

**MICROFILMED**

ARTICLE XVIII - ENTIRETY OF AGREEMENT

This lease agreement, along with all provisions of the RFP, and the proposal submitted by the Lessee shall constitute the full Agreement between "Lessor and Lessee". The Agreement may only be modified or amended in writing, signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on date under each signature,

CITY CLERK ATTEST:

Marie Brown

5/9/95  
Date

by Thron Riggs  
Thron Riggs, Mayor

5/9/95  
Date

APPROVED AS TO FORM:

Michael J. Graham  
City Attorney

5-9-95  
Date

LESSEE

by Lee Pace

5-9-95  
Date

**MICROFILMED**



PROPOSAL

LEASE OF CITY PROPERTY  
735 Jordan Road  
City of Sedona, Sedona Arizona

TO: Honorable Mayor and Council  
City of Sedona  
Sedona, Arizona 86336

Council Members:

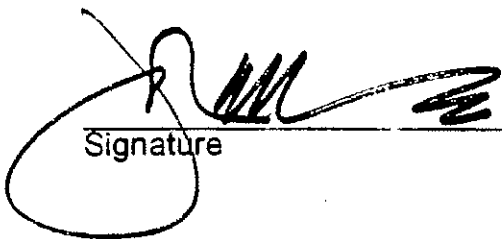
In compliance with the Advertisement for Bids, the undersigned bidder:

Having carefully examined the bid documents and lease agreement, hereby submits the following proposal for the lease of the residence at 735 Jordan Road;

Agrees that upon receipt of the Notice of Award from the City of Sedona, the undersigned bidder will execute the lease and other contract documents within ten (10) days.

Sedona Historical Society  
Agency

John W. Kamas  
Name

  
Signature

Trustee, Jordan Park Liaison  
Title

**FIRST AMENDMENT  
TO  
LEASE AGREEMENT  
BETWEEN  
CITY OF SEDONA  
AND  
SEDONA HISTORICAL SOCIETY**

This is the First Amendment to the Lease Agreement between the City of Sedona, a municipal corporation, hereinafter referred to as "City" or "Lessor", and the Sedona Historical Society, an Arizona non-profit corporation, hereinafter referred to as "Lessee";

Whereas, the City and Lessee entered into an Agreement for use of the Packing Barn at the Jordan Homestead on April 14, 1992, which expired on May 5, 1992; and

Whereas, the City and Lessee entered into a Lease Agreement for the Jordan Residence on May 1, 1995, for a two year period terminating on April 30, 1997; and

Whereas, it is in the City's best interest to consolidate utilization of the Jordan Homestead property, which consists of the Jordan Residence, the Packing Barn and the Tractor Shed, hereinafter referred to as the ("Buildings") for historical and preservation purposes; and

Whereas, in the interest of efficiency it is desirable to include all Buildings in one Lease Agreement, subject to the same terms and conditions;

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the parties agree that the Lease Agreement signed and dated May 9, 1995, is hereby amended to read as follows:

**MICROFILMED**

Section 1. The first and third Whereas paragraphs are amended to read as follows:

**A. Whereas, Lessor is now the owner of the real property located at 735 Jordan Road, Coconino County, State of Arizona, known as the Jordan Homestead, consisting of the Jordan Residence, the Jordan Packing Barn and Tractor Shed, hereinafter referred to as the "Buildings";**

**B. Whereas, Lessee desires to utilize the Buildings for cataloging and sorting historical artifacts collected from the region and conduct historic preservation and educational activities and operations compatible with the City of Sedona Land Development Code and the historical nature of the Buildings;**

Section 2. All references to "Building" in the Lease Agreement are hereby amended to read "Buildings".

Section 3. The Proposal submitted by Lessee, dated April 13, 1995, Exhibit "A", is attached hereto and incorporated herein, in that it sets forth additional conditions of this Lease Agreement not specifically set forth herein.

Section 4. All other condition and provisions of the Lease Agreement continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease Agreement to be executed on the date under each signature.

ATTEST:

Marie Brown  
Marie Brown, City Clerk

CITY OF SEDONA

Thron Riggs  
Thron Riggs, Mayor

ATTEST:

SEDONA HISTORICAL SOCIETY

Mary Bowers  
Secretary

Lee Pace  
President

APPROVED AS TO FORM:

Gonetti Star Lasker  
City Attorney

Lease - Sedona/Historical Society/.SL/07-31/95

RENEWAL OF LEASE AGREEMENT WITH  
SEDONA HISTORICAL SOCIETY

Pursuant to the Lease Agreement dated May 9, 1995 and Amendments thereto,  
The City of Sedona hereby agrees to extend the Lease Agreement with the Sedona  
Historical Society for five (5) years upon the same terms and conditions contained  
therein.

Dated the 8 day of June, 2004

  
Eric Levitt, City Manager

Approved:  
SEDONA HISTORICAL SOCIETY

By: 



**AMENDMENT TO THE  
LEASE AGREEMENT  
BETWEEN THE CITY OF SEDONA  
AND  
SEDONA HISTORICAL SOCIETY**

THIS LEASE AMENDMENT made between the Sedona Historical Society, as  
"LESSEE," and the City of Sedona, a municipal corporation, as "LESSOR,"

*WHEREAS*, the above parties previously executed a lease on May 9, 1995, for the use  
Jordan Historical Park city property for use by Sedona Historical Society to operate the  
Sedona Heritage Museum, such lease containing various terms of use and Amendments,  
and

*WHEREAS*, the Lessor and Lessee wish to extend the current terms and conditions of the  
lease for an additional year,

*NOW THEREFORE THE PARTIES AGREE TO AMEND THE LEASE* to reflect a  
termination date of June 30, 2010, with all other terms and conditions of the original  
lease to remain in effect, including those governing any lease renewals.

*Dated this 14<sup>th</sup> day of July, 2009:*

LESSEE:

Sedona Historical Society

By \_\_\_\_\_

Its: \_\_\_\_\_

LESSOR:

CITY OF SEDONA, a municipal  
corporation of the State of Arizona

By: \_\_\_\_\_

City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney







**Date:** May 12, 2010  
**To:** Parks and Recreation Commission  
**From:** Andi Welsh  
**Item #:** 10  
**Subject:** Dog Park Concept

---

**Issue:** In April a resident contacted the Mayor about a concept that involves dog parks as a source of revenue for the City, or for an individual or group who would want to use the park. Currently the Park is operated by Sedona Dog Park Inc and on July 2, 2010, the City will assume the ownership and responsibility of the Dog Park.

Mayor Adams requested that item be agendized to discuss the concept and possibly forward a recommendation to the City Council in regards to the Sedona Dog Park.

Attached are a number of programs and information provided to the Commission (researched by the resident requesting consideration).

Staff has concerns with this concept for a few reasons:

1. Management of the program- since there is not staff available on site, how would permits be distributed and managed. A new entrance system would need to be provided.
2. A fee program may drive dog owners to use other park facilities and violate the City's leash law.
3. Other City park amenities are not assessed a fee, such as the skatepark, tennis courts, etc. How does the City distinguish between a membership/permit fee for this facility and not others?
4. The Park was built by a local non-profit in 2005 with the intent to provide a free amenity to the community and residents.
5. If the concern is regarding the operational costs for this facility, staff does not anticipate major costs. Staff time will be used to empty the trash and maintenance funds will be used for items as needed (such as replenishing wood chips, etc). When the park is transferred over to the City's ownership Sedona Dog Park Inc will transfer their remaining funds to the City, which is in the approximate range of \$30,000-\$50,000.

Staff is requesting that the Commission discuss and recommend a course of action for the City Council.

**Possible Motions:**

I move to recommend a dog permit process be developed for the Sedona Dog Park.

I move to recommend a dog permit for the Sedona Dog Park not be further investigated.

**Attachments:**

- Email with concept outlined
- Samples of permit programs
- Dog Park Lease
- Dog Park Lease Amendment

## Andi Welsh - Revenue stream at dog park (no pun intended)

---

**From:** N BAER  
**To:** Mayor Adams  
**Date:** 4/22/2010 7:29 PM  
**Subject:** Revenue stream at dog park (no pun intended)  
**Attachments:**

---

Hi Rob:

I have recently become aware that dog parks can be a source of revenue for the City, or for an individual or group who would want to create and use such a park.

There is a dog park in New River/Anthem area that has won a prize for being the greenest in Arizona. That particular Park is for members only who pay an annual fee of \$35.00 to use the facilities. However, I just googled dog park permits which produced a lot of results. I attached a few samples for you.

I have spoken with the people who use the dog park about having something like this and they expressed their approval and I think it would help defray and maybe even completely pay for some of the associated costs for the park.

Maybe this could be done in conjunction with the Humane Society as well since our dogs have to have licenses.

As far as what we do about visitors/tourists - usually people who travel with their pets are current on their vaccinations, etc. so maybe what the City could do would be to sell some passes to the various resorts/hotels/motels who allow pets. Also, Information about the permit program for the dog park could be heavily disseminated via websites and blogs.

I think this would be worth the City's time to explore this option since it is taking over the Park from the non-profit on July 1st.

This could be a win/win situation in that maybe those Casa Contenta neighbors would support the City's effort to maintain control over the dog park's operation.

Best,  
Nancy Baer



## Dog Park Permit Costs:

### Annual Permit-

Purchased July – Sept.	\$25 per dog
Purchased Oct. – Dec.	\$20 per dog
Purchased Jan. – March	\$15 per dog
Purchased April- June	\$10 per dog

Day Permit- \$4 per dog

Replacement Key: \$5

Damaged Tags: \$5

(Original tag must be returned)

Lost Tag: New permit must be purchased

Annual permit includes a tag for the dog and key for the owner.

Daily permit users do NOT get a tag or key.

Dog Park Permits expire July 1<sup>st</sup> of each year.

The gate lock to the Dog Park will change on July 1<sup>st</sup> of each year.  
Owners will receive a current key with the purchase of a new permit.

Park admission is NOT included in the price of a Dog Park Permit.  
Each guest must pay admission fee to enter the park.

To purchase a Dog Park Permit you must bring the following:

- Current vaccination records for rabies, DHLPP(Parvo) and Kennel Cough.  
(Upon expiration of vaccinations, updated records must be submitted to Sesquicentennial State Park in order to avoid termination of permit.)
- Proof of having been spayed or neutered.
- Your dog must be present at the time of registration for a photograph.

## **Dog Park Rules, Regulation, and conditions**

2. Use of the Dog Park is restricted to Sesquicentennial State Park Dog Park permit holders and their registered dogs. No other animal(s) may be brought into the Dog Park.
3. Dog owners/handlers must be at least eighteen (18) years of age in order to obtain a permit. Persons accompanying a permit holder inside the Dog Park must be at least ten (10) years of age and strictly supervised. No more than three (3) persons per Permit are allowed in the Dog Park. (Spectators must remain outside fenced area.)
4. Dog owners/handlers must provide proof of the following for each dog in order to obtain a permit:
  - Current vaccination records for rabies, DHLPP(Parvo) and Kennel Cough. **(Upon expiration of vaccinations, updated records must be submitted to Sesquicentennial State Park in order to avoid termination of permit.)**
  - Proof of having been spayed or neutered.
5. Puppies less than four (4) months old are not permitted.
6. Dog Park ID, rabies tag and any other required items must be visibly attached to each dog's collar while inside the Dog Park. A dog that displays any sign(s) of sickness must be immediately removed from the Dog Park.
7. No more than three (3) dogs per permit holder are allowed inside the Dog Park at any one time.
8. Each dog must remain leashed until inside the physical confines of the Dog Park with the gate secured and permit holder has established a restrictive control through voice command. Each dog must be returned to a separate leash prior to exiting the Dog Park.
9. Permit holders must remain inside the physical confines of the Dog Park while their dog(s) is/are within the Dog Park and must maintain voice control and a clear view of their dog(s) at all times.
10. Aggressive dogs are not allowed. At the first indication of threatening, hostile or combative behavior (regardless of cause), the permit holder must IMMEDIATELY return their dog(s) to a leash and remove their dog(s) from the Dog Park. Such incidents are to be self-reported to a park staff person for documentation.
11. Bowls or other containers are not allowed inside the Dog Park. Watering sources are provided for use by Dog Park permit holders. Small bite-sized training treats are permitted within the Dog Park, however, food and long-lasting chews are prohibited.
12. Balls, Frisbees and other dog toys are permitted provided the use of such toys does not provoke aggressive behavior.
13. Owners must properly dispose of waste in designated on-site containers.
14. Dog owners/handlers are not allowed to smoke or eat inside the Dog Park.
15. The Dog Park is open only during the daylight portion of the park's normal operating hours.
16. SCPRT reserves the right to amend the Rules and Regulations regarding use of the Dog Park and/or limit the number of permits issued at any given time without notice.
17. Failure to comply with any rule or regulation will result in immediate eviction from the Dog Park and possible revocation of permit.

**THE S.C. DEPARTMENT OF PARKS, RECREATION AND TOURISM (SCPRT) SHALL NOT BE LIABLE FOR ANY INJURY OR LOSS RESULTING FROM ENTRANCE INTO OR USE OF THE DOG PARK. PERSONS ENTERING THE DOG PARK DO SO AT THEIR OWN RISK. THE RESPECTIVE PERMIT HOLDER ASSUMES FULL RESPONSIBILITY FOR HIS/HER ACTIONS INSIDE THE DOG PARK, AS WELL AS THOSE OF HIS/HER DOG(S) AND ANYONE ENTERING THE DOG PARK UNDER HIS/HER SUPERVISION.**

## **Rules and Regulations while inside the confines of the Dog Park**

1. Dog Park is restricted to permit holders and their registered dogs.
2. Dog Park ID, rabies tag and any other required items must be visibly attached to each dog's collar while inside the Dog Park. A dog that displays any sign(s) of sickness must be immediately removed.
3. Persons accompanying a permit holder inside the Dog Park must be at least ten (10) years of age and strictly supervised. No more than three (3) persons per Permit are allowed in the Dog Park. (Spectators must remain outside fenced area.)
4. No more than three (3) dogs per permit holder allowed in the Dog Park.
5. Each dog must remain leashed until inside the physical confines of the Dog Park with the gate secured and permit holder has established a restrictive control through voice command. Each dog must be returned to a separate leash prior to exiting the Dog Park.
6. Permit holders must remain inside the physical confines of the Dog Park and maintain voice control and a clear view of their dog(s) at all times.
7. **Aggressive dogs are not allowed.** At the first indication of threatening, hostile or combative behavior (regardless of cause), the permit holder must IMMEDIATELY return their dog(s) to leash and remove the animal for the Dog Park. Report incidents to park staff.
8. Balls, Frisbees and other dog toys are permitted provided the use of such toys does not provoke aggressive behavior.
9. Plastic water bowls or other non-glass containers are allowed inside the Dog Park. (Water is available on site.) Small bite-sized training treats are permitted within the Dog Park, however, food and long-lasting chews are prohibited.
10. **Smoking and eating are prohibited inside the Dog Park.**
11. Owners must properly dispose of waste in designated containers.
12. Dog Park is open only during daylight portion of park hours.





## Andi Welsh - FW: Dog Park Permit - Shortridge Park

---

**From:** N BAER  
**To:** Mayor Adams  
**Date:** 4/23/2010 8:33 AM  
**Subject:** FW: Dog Park Permit - Shortridge Park

---

Good morning, Rob:

Here's my response back from Lower Merion, PA. I am duly impressed at how complete the requirements are for a resident to purchase a permit to use the dog parks.

Permit applicants need to prove they have homeowner's or homereenter's insurance to cover the cost of a possible injury, etc.! Perhaps someone from the City could contact Lower Merion's Parks and Recreation Department directly at the number Mary included in her email response to me.

Have a good day,  
Nancy

---

**From:** [REDACTED]  
**To:** staff@lowermerion.org  
**Subject:** RE: Dog Park Permit - Shortridge Park  
**Date:** Fri, 23 Apr 2010 08:25:25 -0700

Hi Mary:

Thank you very much for your quick response. I will look forward to hearing more from the Township's Parks and Recreation Department. And I will share this information with our City staff.

Nancy Baer

---

**Subject:** RE: Dog Park Permit - Shortridge Park  
**Date:** Fri, 23 Apr 2010 08:33:07 -0400  
**From:** Staff@lowermerion.org  
**To:** [REDACTED] Staff@lowermerion.org  
**CC:** DHELLER@lowermerion.org; LTaylor@lowermerion.org

Dear Ms. Baer,

Your message has been forwarded to Lower Merion Township's Parks and Recreation Department. Should you wish to contact them directly, you may call 610-645-6220.

Also, here is the link on the Township's web site for some information on our program.  
<http://www.lowermerion.org/Index.aspx?page=761>

Sincerely,

Mary Graham-Zak

**From:** N BAER [REDACTED]  
**Sent:** Thursday, April 22, 2010 10:01 PM  
**To:** Staff  
**Subject:** FW: Dog Park Permit - Shortridge Park

I understand you have a permit process for your township's dog park(s).

Could you email me more information about your procedure and any required forms you may have produced that are associated with the process. I would like to see if we could do something similar in Sedona, AZ.

Thank you very much,  
Nancy Baer

[REDACTED]

[REDACTED]

## Dog Park Permit Information

Thank you very much for your interest in obtaining a dog park permit for one of the following areas: Champions Dog Run, Cochran Hill Dog Run at Cherokee Park, Sawyer Dog Park, and Vettiner Dog Run.

### How to Obtain a Permit for Use of the Dog Park

1. Apply for a permit by completing and returning the attached permit application along with proof of your dog's vaccination and registration.
2. The permits are valid from the date purchased through **December 31, 2010**.
3. The cost for a permit is \$30.00 for the first dog, \$20.00 for the second dog, \$10.00 for the third dog, and \$5.00 for each additional dog. Please include this payment with the application (make checks payable to **LOUISVILLE DOG RUN ASSOCIATION**).

**For more information please call (502) 424-7181 or go to <http://www.louisvilledogs.org>.**

### Dog Park Rules

1. Entry into the dog park is at the risk of the dog owners or handlers. Dog owners or handlers are responsible and liable for any damage to property, persons, or other animals caused by their dog(s).
2. All dogs must remain on leash until they are inside the dog park. Once the dog is off leash, the owner or handler must keep the leash with them at all times. The official dog park tag must be displayed at all times. Acceptable collars inside the dog park are flat buckle, limited slip/martingale or snap. A harness may be worn instead of a collar.
3. Dog owners or handlers shall not have more than two dogs in the dog park at one time. All dogs shall be accompanied and supervised by an adult owner or handler at all times. Dog owners or handlers shall remove their dog(s) at the first sign of aggressive behavior.
4. The small dog area is limited to dogs weighing less than 30 pounds. This area has been created for those dog owners whose small dogs may not feel comfortable around larger dogs in the main area. If small dog owners are comfortable letting their small dog play in the main area then they may do so.
5. All dogs must have current Rabies, Distemper, Parvo, and Bordetella (Kennel Cough) vaccinations. A Rabies tag must be worn and displayed by all dogs at all times and the dog owner or handler is required to carry vaccination records. It is also recommended that dogs be on a flea and heartworm preventative medication.
6. All dogs must be licensed through Louisville Metro Animal Services as required by Louisville Metro Animal Control Ordinance.
7. Do not bring a dog into the dog park that you know to be ill with a viral infection (kennel cough, Parvo, Distemper), a parasitic infection (worms, fleas, ticks), or has any open wounds.
8. All owners or handlers must pick up any waste left by their dog(s) to ensure cleanliness and to avoid potential health risks. Failure to do so may result in loss of park privileges. Bags have been provided so please use them.
9. Children under the age of 10 are not allowed in the dog park. Children over the age of ten must be accompanied by an adult.
10. Food (both human and canine varieties) and glass containers are not allowed inside the dog park. Smoking is also prohibited within the dog park (cigarette butts can be very harmful if a dog swallows them). Please place all litter into the provided trash receptacles.
11. Dogs under four months of age are not permitted in the dog park. This is for their own safety, as puppies under four months old usually do not have fully developed immune systems and have not completed a full program of vaccinations.
12. Female dogs in heat may not enter the dog park.
13. Dogs, owners, and park users creating a disturbance or violating posted rules must immediately leave the dog park if requested by law enforcement personnel, park personnel, or their designated agents.
14. E.P. "Tom" Sawyer State Park, Louisville Metro Parks and/or the Louisville Dog Run Association reserve the right to close the dog park for maintenance and repair.



**2010 Dog Park Permit Application (PLEASE PRINT)**

<b>Which Park? (Circle One)</b>	<b>Champions Dog Run</b>	<b>Cochran Hill Dog Run</b>	<b>Sawyer Dog Park</b>	<b>Vettiner Dog Run</b>
<b>Name of Owner(s):</b>				
<b>Address:</b>				
<b>City:</b>		<b>State:</b>		<b>ZIP:</b>
<b>Phone: (     )</b>				
<b>Email:</b>				
<b>Did you have a 2009 permit (Circle One)?</b> <b>Yes</b> <b>(Which Park? _____)</b> <b>No</b>				
	<b>Name</b>	<b>Breed</b>	<b>Weight</b>	<b>Age</b>
<b>Dog 1:</b>				<b>\$30.00</b>
<b>Dog 2:</b>				<b>\$20.00</b>
<b>Dog 3:</b>				<b>\$10.00</b>
<b>Dog 4:</b>				<b>\$5.00</b>
<input type="checkbox"/> <b>Check here if you'd like an additional key fob (limit one extra key fob per household).</b>				<b>\$10.00</b>
<b>Total Number of Dogs:</b>			<b>Total Price:    \$</b>	
<b>Assumption of Risk and Release of Liability:</b> Acceptance of the terms and conditions of this release and adherence to Dog Park Rules are conditions of permit approval, retention and renewal. Permits may be revoked for noncompliance.				
<p>I hereby acknowledge that I voluntarily have applied to participate and use, with my dog(s), one of the dog parks operated by the Louisville Dog Run Association. I understand that the acts of unleashing my dog(s) or being physically present inside the dog park necessarily involves risks of injury to me, other people, my dog(s) and other dogs, including but not limited to, risks resulting from aggressive or dangerous dogs, unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the action(s) of my dog(s) and myself. I understand that no agent or employee of the State, Louisville Metro or the Louisville Dog Run Association will supervise the dog park at any time. I further understand and agree that neither the state nor the LDRA is liable for any loss, damage, or injury of any kind sustained by any human or dog while using the dog park. I therefore expressly assume all risks associated with using the dog park, as well as any fixture or equipment located therein.</p> <p>By signing this release of liability and using the dog park, I hereby fully and forever release and discharge the State, Louisville Metro and the LDRA, their employees and agents from any and all claims, demands, damages, or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my intended use of said dog park premises, facilities, or equipment.</p> <p>I have carefully read and understand the release of liability, agree with and accept its terms and conditions. I also have received a copy of the rules for use of the dog park and agree to abide by these rules.</p>				
Signature _____			Date _____	

Please complete this application and return it with a check for the applicable amount, made out to the **LOUISVILLE DOG RUN ASSOCIATION (or LDRA)**, a copy of each dog's current vaccination records and registration to:

**Louisville Dog Run Association**  
**ATTN: [Park Name]**  
**291 N. Hubbards Lane, B26-214**  
**Louisville, Kentucky 40207**



Planning and Community Development  
15 Crescent Road, Suite 200  
Greenbelt, Maryland 20770  
Phone 301-345-5417  
Fax 301-345-5418

Permit No.: \_\_\_\_\_

Date Issued: \_\_\_\_\_

### DOG PARK PERMIT APPLICATION

Please fill in each item completely. A separate application must be completed for each dog. Fee is \$5.00.

1. Owner's Name: \_\_\_\_\_

2. Owner's Address: \_\_\_\_\_  
\_\_\_\_\_

3. Owner's Phone No. Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

4. Dog's Name: \_\_\_\_\_

5. Breed: \_\_\_\_\_ Dog's Age: \_\_\_\_\_ Dog's Sex: \_\_\_\_\_

6. Has your dog been  
neutered/spayed? Yes: \_\_\_\_\_ No: \_\_\_\_\_

7. Date of most recent vaccination  
for: Rabies (required): \_\_\_\_\_  
DHLPPV (required): \_\_\_\_\_  
Canine Bordetella  
(recommended): \_\_\_\_\_

8. P.G. County Animal Control License No: \_\_\_\_\_

By signing this application, I agree to abide by all rules and regulations for the Greenbelt Dog Park under penalty of law and I indemnify and hold harmless the City of Greenbelt for all loss, damage or cost that I and/or my dog may suffer as a result of the use of the dog park. I further have reviewed this application and know all statements made to be true.

Signature \_\_\_\_\_

Date \_\_\_\_\_

THIS PERMIT IS NON-TRANSFERABLE. PERMIT TAGS MUST BE DISPLAYED ON DOG'S COLLAR WHILE IN DOG PARK.

### GENERAL RELEASE

**\*\* Important information on reverse side of application. \*\***

Please read carefully and sign.

THIS GENERAL RELEASE EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, whose address is \_\_\_\_\_

herein referred to as Releasor.

In consideration of being permitted to utilize the Greenbelt Dog Park facilities, Releasor, for himself or herself; his or her spouse, legal representatives, heirs and assigns hereby releases, waives and discharges the City of Greenbelt, Maryland, a body of politic and corporate in the State of Maryland, its officers, agents and employees and each of them referred to as Releasees from all liability to the Releasor, his or her spouse, legal representatives, heirs and assigns for any and all loss or damage, claims or damages (including attorney's fees) resulting from Releasor's use of the Greenbelt Dog Park on account of injury to Releasor or his/her dog or other pet utilizing the Greenbelt Dog Park, or injury to Releasor or his/her pet or property whether caused by negligence of Releasees or other persons utilizing the Greenbelt Dog Park (or their respective dogs or pets).

Releasor further agrees to indemnify and hold harmless the Releasees from any and all loss liability; damage, cost or the like (including attorney's fees) Releasees may incur as a result of the Releasor's use of the Greenbelt Dog Park or any negligence by Releasor in Releasor's use of the Greenbelt Dog Park.

Releasor expressly agrees that this release, waiver and indemnity agreement is intended to be abroad and as permitted by the laws of the State of Maryland.

IN WITNESS WHEREOF, Releasor has executed this Release at Greenbelt, Maryland this day and date first above written.

\_\_\_\_\_  
Signature

#### RULES AND REGULATIONS

1. The dog park is for the use and enjoyment of GREENBELT CITY RESIDENT permit holders only.
2. Dogs at the park must be wearing up-to-date rabies vaccination tags, Prince George's County Animal License tags, and Dog Park permit tags at all times.
3. Owners are legally responsible for their dogs and any injuries caused by their dogs.
4. Dog owners must remain with their dogs in the exercise area, and must keep their dog in sight at all times.
5. Dog owners must carry a leash.
6. Dogs showing aggressiveness toward people or other dogs must be immediately leashed and removed from the dog park.
7. Dogs in heat are not allowed in the dog park.
8. No more than two dogs per owner are allowed in the dog park at the same time.
9. Puppies using the dog park must be older than four (4) months.
10. Owners must clean up and dispose of feces deposited by their dogs.
11. Owners must stop their dogs from digging. Any holes created by your dogs must be filled.
12. Dogs must be leashed before leaving the dog park.
13. The dog park exercise area is for the use and enjoyment of dogs and their owners. Recreational use by others is not permitted.
14. No smoking or eating while in the exercise area.
15. Violators of rules for use of the park are subject to removal from the park, suspension or revocation of dog park permits, and the issuance of municipal infractions.
16. Professional dog trainers may not use this facility in the conduct of their business.

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 24<sup>th</sup> day of May 2005 between Sedona Dog Park Inc., as "LESSEE," and the City of Sedona, a municipal corporation, as "LESSOR."

LESSOR hereby leases to LESSEE the following described premises:

LESSEE shall use the leased premises use as a Dog Park as set forth in the Conditions of Approval attached hereto as Exhibit "A."

LESSEE shall be allowed to enter the property for approved uses as set forth in the Conditions attached hereto as Exhibit "B"

The term of this Lease shall commence on the 24 day of May, 2005, and terminate on the 30<sup>th</sup> day of May, 2012.

LESSEE agrees to pay as rent the sum of \$1.00 per annum, payable commencing from date of possession and continuing until termination.

1. LESSEE agrees to make improvements according to the Conditions of Approval, approved by the Planning & Zoning Commission on December 2, 2003, as set forth in Exhibit "A," attached hereto and by this reference made a part hereof of this Lease Agreement. LESSEE, with prior written consent of LESSOR, may make additional improvements as are deemed reasonably necessary to make the leased premises suitable for use by the LESSEE. LESSOR shall not unreasonably withhold consent to make such improvements. LESSEE will abide by the attached *Conditions to Enter the Property*, attached as Exhibit B, before commencing construction. In interpreting the terms of this lease, it is understood that this lease may impose conditions that are stricter than the conditions of approval associated with the conditional use permit granted for the property in question.

2. LESSEE shall, at its own expense, procure and maintain comprehensive public liability insurance for personal injuries or deaths of persons occurring on or about the Premises, in the

amount not to be less than \$2,000,000 per occurrence in an occurrence type policy. All of the policies of insurance shall name LESSOR and its agents as additional insureds and shall prohibit cancellation or reduction of coverage or other modifications except after thirty (30) days written notice to LESSOR. Any such cancellation or reduction of insurance by LESSEE shall give LESSOR the right to terminate this agreement.

3. LESSEE will show evidence of assets in the form of cash balances with a reputable financial institution equal to or in excess of 115% of the cumulative bids to build the improvements required for the Dog Park to open. Such assets shall remain deposited in said account until the completion of construction. This does not limit the use of these funds for construction.

4. Prior to taking possession of the property, and on or around May 1<sup>st</sup> of each successive year of this lease, LESSEE will provide evidence that it has an account opened in a reputable financial institution with a monetary balance equal to or greater than the estimated annual operations for the upcoming year. If there are not sufficient funds, the LESSOR, may in its sole discretion consider the LESSEE'S failure to comply with this provision a material breach of this agreement.

5. Park hours of operation will be from 6:00 a.m. to 8:00 p.m. from April 1 to October 1 of each year (summer hours) and will be from 7:00 a.m. to 7:00 p.m. from October 1, to April 1 of each year (winter hours) Park rules and hours will be posted in both English and Spanish at each entrance to the park. The applicant shall ensure that gate entrances will be locked and secured during non-operation hours.

6. LESSEE shall provide the LESSOR with \$15,000, in an interest bearing account, to hold in escrow to properly restore the land to its original condition at the time of the start of the lease



prior to taking possession of the land for use as a Dog Park. These funds shall not be considered part of the 115% listed in item number 3. It is expressly agreed that such sum is a reasonable estimate of the probable damages to be suffered by lessor as a result of such failure by lessee, and it shall not be construed as or held to be in the nature of a penalty.

7. LESSEE shall indemnify and hold LESSOR, its agents and assigns, harmless for any and all claims, expenses and damages and all other costs arising out of this Agreement and LESSEE'S use and maintenance of the Dog Park Premises.

8. LESSEE shall be responsible for any utility services needed on the premises. LESSEE shall be responsible for payment of water service to the premises.

9. Equipment used on the premises shall be maintained by the LESSEE in a safe operating condition.

10. LESSEE shall, at its own expense, conform to all previous and all applicable standards contained in the "Uniform Building Code for Life Safety" ("UBC") and also to all Federal and State statutes relating to handicap access including but not limited to the provisions and standards in "Arizona Revised Statutes for Handicapped Accessibility" in Title 9-499.02 and Title 34-401 through 34-439. This will include, but not be limited to, handicapped accommodations such as restrooms, drinking fountains, pedestrian ramps, etc. LESSEE further agrees to indemnify and hold the LESSOR harmless from any claims related to handicap access.

11. LESSOR hereby grants to LESSEE the option of renewing this Lease for three (3) additional five-year term(s). Any renewal of this lease shall be contingent upon the review and approval of LESSEE'S financial statements by the LESSOR. To exercise this option, LESSEE shall give written notice of their intent to renew ninety (90) days prior to the expiration of this Lease. The rental during the renewal term(s) of this Lease may be renegotiated.

12. Within the first year of approval of this agreement, the LESSEE shall provide a six (6) month report and a twelve (12) month report. Each year thereafter, the LESSEE shall submit a written report to the City Council on an annual basis. The report shall account for year-to-date expenditures and address the progress of Sedona Dog Park Inc. during the reporting period. At the request of the City Council, the LESSEE will be prepared to present the report on an annual basis. The LESSOR shall have the right to conduct audits of the LESSOR, as it may deem necessary, at any time, with reasonable notice.

13. After the first year of the agreement, the LESSOR will conduct an assessment of the Agreement.

14. LESSOR may give notice of any violations of the conditions that must be corrected in 30 days or the lease terminates.

15. LESSEE is responsible for all utilities.

16. Either LESSEE or LESSOR may terminate this Lease during the term hereof by giving the other party sixty (60) days written notice of intent to terminate by certified mail.

17. LESSEE shall not assign this Lease or sublet premises without the written consent of LESSOR.

18. LESSOR shall have the right to enter the premises at any time to inspect the leased premises.

19. The term "LESSEE" as used herein includes the singular as well as the plural, the masculine and feminine as well as the neuter.

20. If subject premises are sold during the term of this Lease, LESSOR shall be required to notify LESSEE in writing, via certified mail, within thirty (30) days of the transfer date.

21. All notices herein required to be given to LESSEE and all rent payments herein required shall be sent to: Sedona Dog Park Inc., P.O. Box 632, Sedona, AZ 86339. Notices to LESSOR shall be sent to: City Manager, City of Sedona, 102 Roadrunner Drive, Sedona, AZ 86336.

22. This Lease, together with any supplemental provisions attached hereto, constitutes the entire agreement between the parties. Waiver of any breach of any term, condition, or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant, or condition herein. This Lease shall be binding upon the parties hereto and their respective heirs, successors, and assignees. Time is of the essence of this Agreement.

LESSEE:

Sedona Dog Park Inc.

By \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

LESSOR:

CITY OF SEDONA, a municipal  
corporation of the State of Arizona

By: \_\_\_\_\_

City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

## **Exhibit A**

### **CONDITIONS OF APPROVAL**

#### **Sedona Dog Park – CUP2003-8**

**As approved by the Planning and Zoning Commission, December 2, 2003**

1. Prior to the issuance of a building permit, the applicant shall satisfy the following conditions and provide written documentation of such compliance to staff:
  - A. All building and site plans submitted in application for a building permit must be in substantial conformance with the plans as reviewed and approved by the Planning and Zoning Commission. Proposed changes to the approved exterior materials and colors determined to be substantial by the Director of Community Development shall require reconsideration by the Planning and Zoning Commission at a public meeting.
  - B. The applicant shall provide a comprehensive grading and drainage plan, including a drainage report, for review and approval by the Engineering Department.
  - C. A maintenance agreement for the parking spaces shall be submitted.
  - D. The applicant shall provide a Storm Water Pollution Prevention Plan (SWPP) for review and approval. SWPP measures shall be in place prior to, and throughout the construction period.
  - E. The applicant shall provide a Dust Control Plan for review and approval. The plan shall include, at a minimum:
    - A watering schedule for dust mitigation (or other methods, i.e. palliatives).
    - All trucks hauling material into or out of the site shall be covered.
    - A track out plan defining methods of mud and dust removal from truck tires prior to their exiting the site.
  - F. A City Right-of-Way permit shall be acquired for any work taking place within the City right-of-way.
  - G. All fill material adjacent to the street pavement shall be a stabilized material as approved by the Engineering Department.
2. The hours of operation and park rules shall be posted at both entrances to the park. The applicant shall ensure that gate entrances can be locked and secured during non-operation hours if deemed necessary by the Director of Community Development and Director of Community Services.
3. The applicant shall monitor the park area on a weekly basis or as needed, to ensure that all trash, litter, debris and dog waste is removed from the site.
4. The applicant shall monitor the park area on a weekly basis to ensure that minimal damage occurs to the existing vegetation. No trees or vegetation, shall be removed, pruned or

altered in any way without the permission of the Parks and Recreation Department and the Department of Community Development and Director of Community Services.

5. The applicant shall make an annual report available to the Director of Community Development by October 7<sup>th</sup> of each year detailing any problems or signs of significant changes or damage to the existing natural environment and the overall condition of the property and vegetation. The applicant shall take whatever actions as deemed necessary by the Parks and Recreation Department and/or the Department of Community Development to protect and maintain the current condition of the property and vegetation.
6. The following City of Sedona code shall be posted at both entrances to the park:
  - Per City Code of the City of Sedona, Article 9-4-10E: Dogs may not bark, howl or make any other such noises for more than five (5) minutes if continuous or more than fifteen (15) minutes if intermittent.
7. The hours of operation shall be limited from one hour after sunrise to sunset.
8. The secondary gate shall not be open to the public and shall only be used for emergency purposes.
9. The phone numbers and contact information for the City of Sedona Animal Control Division and Dog Park Inc. shall be posted.
10. The applicant shall construct additional parking if it is determined by the Director of Community Development or Director of Community Services that additional parking is necessary.

The Conditional Use Permit shall be in effect concurrent with the lease of the property as determined by the City Council.

## **Exhibit B**

### **Conditions to be Met Prior to Entering the Property to Initiate Construction**

1. An inventory of the vegetation shall be conducted prior to construction. This inventory, including photos, will be provided to the Community Services Director.
2. 115% of the total construction costs will be raised before construction begins on the property.
3. \$15,000 will be given to the City to hold in escrow to restore the property if Sedona Dog Park Inc. fails to meet the requirements of the Lease Agreement or abandons the park.
4. A detailed plan for how the property will be maintained on a monthly basis, including a maintenance schedule, will be provided to the Community Services Director.
5. A site plan will be provided to the City before construction begins.

**AMENDMENT TO THE  
LEASE AGREEMENT  
BETWEEN THE CITY OF SEDONA  
AND  
SEDONA DOG PARK INC.**

THIS LEASE AMENDMENT made between Sedona Dog Park Inc., as  
“LESSEE,” and the City of Sedona, a municipal corporation, as “LESSOR,”

*WHEREAS*, the above parties previously executed a lease on May 24, 2005, of certain city property for use by the public as a dog park, such lease containing various terms of use and Conditions of Approval, and

*WHEREAS*, the Lessee now wishes to reduce the term of the lease and change the termination date from May 30, 2012, to July 1, 2010, and the Lessor does not object,

*NOW THEREFORE THE PARTIES AGREE TO AMEND THE LEASE* to reflect a termination date of July 1, 2010, with all other terms and conditions of the original lease to remain in effect, including those governing any lease renewals.

*Dated this 14<sup>th</sup> day of July, 2009:*

LESSEE:

Sedona Dog Park Inc.

By \_\_\_\_\_

Its: \_\_\_\_\_

LESSOR:

CITY OF SEDONA, a municipal  
corporation of the State of Arizona

By:

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

